



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JUNE 21, 2021
7:00 PM AT CITY HALL**

The City is providing in-person and electronic options for this meeting in accordance with the Governor's Proclamation of Disaster Emergency regarding meetings and hearings. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

The meeting will be accessible via video conference and the public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dlEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of June 7, 2021.

Agenda Revisions

Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)

Old Business

2. Pass Ordinance #2990, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions, upon its third & final consideration.

New Business

Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

3. Approve the following recommendations of the Mayor relative to the reappointment of members to Boards and Commissions:
 - a) Clare Struck, Parks & Recreation Commission, term ending 07/01/2024.
 - b) Brian Bowman, Parks & Recreation Commission, term ending 07/01/2024.
 - c) Mario Basurto, Human Rights Commission, term ending 07/01/2024.
 - d) Jordan Beranek, Human Rights Commission, term ending 07/01/2024.
 - e) Melissa Heston, Human Rights Commission, term ending 07/01/2024.

- f) Susan Langan, Human Rights Commission, term ending 07/01/2023.
- g) Leslie Prideaux, Visitors & Tourism Board, term ending 07/01/2024.
- h) Annie Gougler, Visitors & Tourism Board, term ending 07/01/2024.
- i) Mary Carlson, Visitors & Tourism Board, term ending 07/01/2024.

- 4. Receive and file the Work Session minutes of June 7, 2021 relative to the following item:
 - a) Downtown Zoning Ordinance.
- 5. Receive and file the Committee of the Whole minutes of June 7, 2021 relative to the following item:
 - a) Downtown & College Hill Parking Policy Discussion.
- 6. Approve a request for a temporary sign at 3409 Cedar Heights Drive, June 22-23, 2021.
- 7. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Bani's, 2128 College Street.
 - b) G's Corner, 2125 College Street Suite E.
 - c) Greenleaf Tobacco & Vaper, 5901 University Avenue.
 - d) Hy-Vee Food Store, 6301 University Avenue.
 - e) Hy-Vee Gas, 6527 University Avenue.
 - f) United Wine & Liquor, 2211 College Street.
- 8. Approve the following applications for beer permits and liquor licenses:
 - a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
 - b) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - renewal.
 - c) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - renewal.
 - d) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
 - e) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
 - f) David's Taphouse and Dumplings, 200 West 1st Street, Class C liquor – new.
 - g) Montage, 222-224 Main Street, Class C liquor & outdoor service – new.

Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- 9. Resolution approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY21 financial statements and compliance with federal award programs.
- 10. Resolution approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to renewal of the City's Public Entity Insurance for FY22.
- 11. Resolution approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY22 Employee Health Plan.
- 12. Resolution approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY22 Employee Health Plan.
- 13. Resolution approving and adopting revised job classifications.
- 14. Resolution approving and adopting the City's FY22 Payroll Resolution.
- 15. Resolution approving and adopting the City's FY22 Fee Schedule.
- 16. Resolution approving and authorizing execution of a First Aid Service/Product Agreement with City Laundering Company for FY2022-FY2024.
- 17. Resolution approving and authorizing execution of a Janitorial Products Agreement with Laser Tech. USA, Inc., d/b/a Office Express/Office Products for FY2022-FY2024.

- [18.](#) Resolution approving and authorizing execution of a Linen Services Agreement with Aramark Uniform Services for FY2022-FY2024.
- [19.](#) Resolution approving and authorizing execution of an Office Supply & Copy Paper Product Agreement with Laser Tech. USA, Inc., d/b/a Office Express/Office Products for FY2022-FY2024.
- [20.](#) Resolution approving and authorizing execution of a Uniform Products Agreement with ServiceWear Apparel, Inc. for FY2022-FY2024.
- [21.](#) Resolution approving and authorizing execution of a Service/Product Agreement with CivicPlus, LLC relative to Recreation Management Software.
- [22.](#) Resolution approving and authorizing execution of two Extensions of Leases and two new Red House Studio Leases relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.
- [23.](#) Resolution approving and authorizing submission of a Rownd Trust grant application to the Cedar Falls Community Foundation by the Historic Preservation Commission.
- [24.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1619 Clay Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [25.](#) Resolution approving a Second Amendment to Deed of Dedication of The Arbors First Addition.
- [26.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a dump truck and components for the Public Works Department.
- [27.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Aldi Inc. relative to a post-construction stormwater management plan for 219 Brandilynn Boulevard.
- [28.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Pirc-Tobin Construction, Inc., in the amount of \$265,163.35, for the West 27th Street Sanitary Sewer Extension Project.
- [29.](#) Resolution setting July 6, 2021 as the date of the public hearing on a proposal to undertake a public improvement project for the West 27th Street Reconstruction Project, and to authorize acquisition of private property for said project.
- [30.](#) Resolution receiving and filing, and setting July 6, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Cyber Lane Extension Project.
- [31.](#) Resolution setting July 6, 2021 as the date of public hearing on the FY2022 (FFY2021) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.

Allow Bills and Claims

- [32.](#) Allow Bills and Claims of June 21, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JUNE 7, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:30 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.

- 53343 - It was moved by Darrah and seconded by Harding that the minutes of the Regular Meeting of May 17, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53344 - Public Safety Director Olson responded to a request by Rosemary Beach, 5018 Sage Road, for the speed trailer to monitor vehicle speed on 1st Street from Washington Street east to the bridge.

The following individuals spoke about the Juneteenth proclamation and racial equity:

Andrea Geary, Cedar Falls
Sam Blatt, 806 Seerley Boulevard
Max Tensen, 1318 West 5th Street
Clifton Jenes, 217 Butler Avenue, Waterloo

Jim Skaine, 2215 Clay Street, spoke opposed to the agenda format and requested changes.

T.J. Frein, 1319 Austin Way, commended City Council for the job they do.

- 53345 - Mayor Green recognized Councilmember Frank Darrah for receiving the 2021 Representative Citizen award.

Mayor Green then read the following proclamations:

Proclamation recognizing June 13-19, 2021 as Bird-Friendly City Week. Lorene Wellnitz accepted the proclamation. Following the presentation, Mayor Green accepted an award from the Bird-Friendly Iowa Steering Committee for the City receiving statewide designation as a Bird-Friendly City.

Proclamation recognizing June 19, 2021 as Juneteenth – Freedom Day. President of the Black Hawk County Chapter of the NAACP LaTanya Graves accepted the proclamation and commented.

- 53346 - Mayor announced that in accordance with the public notice of May 21, 2021, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the Ashworth Drive Extension Project and to authorize acquisition of private property for said project. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 53347 - The Mayor then asked if there were any written communications filed to the proposed project and acquisition. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief summary of the proposed project and acquisitions. Following questions and comments by Lisa Johnson, 4923 Hudson Road (opposes), T.J. Frein, 1319 Austin Way, Dave Nichol, 4919 Hudson Road (supports), and Jim Skaine, 2215 Clay Street, and responses by Public Works Director Schrage, the Mayor declared the hearing closed and passed to the next order of business.

- 53348 - It was moved by Darrah and seconded by Harding that Resolution #22,386, approving a public improvement project for the Ashworth Drive Extension Project and authorizing acquisition of private property for said project, be adopted. Following questions and comments by Councilmembers Harding and Sires, and responses by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,386 duly passed and adopted.

- 53349 - Mayor announced that in accordance with the public notice of May 21, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the West 2th Street Sanitary Sewer Extension Project. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 53350 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief summary of the proposed project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.

- 53351 - It was moved by Kruse and seconded by Harding that Resolution #22,387, approving proposed plans, specifications, form of contract, and estimate of cost for the West 27th Street Sanitary Sewer Extension Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,387 duly passed and adopted.

- 53352 - Mayor announced that in accordance with the public notice of May 21, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement Project. It was then moved by deBuhr and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 53353 - The Mayor then asked if there were any written communications filed to the

proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief summary of the proposed project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.

- 53354 - It was moved by Harding and seconded by Miller that Resolution #22,388, approving proposed plans, specifications, form of contract, and estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,388 duly passed and adopted.

- 53355 - It was moved by Harding and seconded by Darrah that Ordinance #2989, amending Section 26-118 of the Code of Ordinances by removing certain property located west of Cedar Heights Drive and north of Huntington Road from the A-1, Agricultural District and R-1, Residential Zoning District, and placing the same in the MU, Mixed Use Residential Zoning District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

- 53356 - It was moved by Harding and seconded by Miller that Ordinance #2990, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions, be passed upon its second consideration. Following questions by Jim Skaine, 2215 Clay Street and Councilmember deBuhr, and responses by City Attorney Rogers and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: deBuhr. Motion carried.

- 53357 - It was moved by Harding and seconded by deBuhr that Ordinance #2991, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Algonquin and Ashworth Drives, be passed upon its second consideration. Following comments by T.J. Frein, 1319 Austin Way, and responses by Director of Public Works Schrage, it was moved by deBuhr and seconded by Harding that the rules requiring Ordinance #2991 be considered at three separate meetings, be suspended. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

It was then moved by deBuhr and seconded by Harding that Ordinance #2991, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Algonquin and Ashworth Drives, be passed upon its third & final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding,

Darrah, Sires, Dunn. Nay: None. The Mayor then declared Ordinance #2991 duly passed and adopted.

53358 - It was moved by Miller and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the Mayor's Monthly Report for May 2021.

Receive and file the report of the Mayor relative to the appointment of standing committees for 2021.

Receive and file the resignation of Willie B. Barney, Jr. as a member of the Human Rights Commission effective June 15, 2021.

Approve the following recommendations of the Mayor relative to the reappointment of members to Boards and Commissions:

- a) Stephanie Houk Sheetz, Metropolitan Transit Authority Board of Trustees, term ending 06/30/2024.
- b) Lauren Finke, Art & Culture Board, term ending 07/01/2025.
- c) Kendra Wohlert, Art & Culture Board, term ending 07/01/2025.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.

Receive and file Departmental Monthly Reports of April, 2021.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) Cypress Lounge, 209 State Street Suite A.
- b) Fareway, 4500 South Main Street.
- c) Fareway, 214 North Magnolia Drive.
- d) Hill Street News & Tobacco, 2217 College Street.
- e) King Star, 2228 Lincoln Street.
- f) Kwik Star, 7500 Nordic Drive.
- g) Kwik Star, 2019 College Street.
- h) Kwik Star, 4515 Coneflower Parkway.
- i) Panther Travel Center, 1525 West Ridgeway Avenue.
- j) Suds, 2223 1/2 College Street.
- k) Tobacco Outlet Plus, 4116 University Avenue Suite 104-105.
- l) Walgreens, 2509 Whitetail Drive.
- m) Walmart, 525 Brandilynn Boulevard.

Approve the following applications for beer permits and liquor licenses:

- a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- b) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- c) Famous Dave's, 6222 University Avenue, Class C liquor -renewal.
- d) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- e) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- f) Montage, 222-224 Main Street, Class C liquor & outdoor service - renewal.
- g) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.

- h) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.
- i) Prime Mart, 2323 Main Street, Class E liquor - renewal.
- j) Moonshine Mob Bar, 419 Main Street, Class C liquor & outdoor service - sidewalk café.
- k) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (June 25-27, 2021)
- l) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.

Motion carried unanimously.

- 53359 - It was moved by Darrah and seconded by Harding to receive and file the Committee of the Whole minutes of May 17, 2021, relative to the following items:
 - a) Downtown Zoning Ordinance.
 - b) Recreation Update.

Motion carried unanimously.

- 53360 - It was moved by Darrah and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,389, levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 1122 West 22nd Street.

Resolution #22,390, levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 2413 Olive Street.

Resolution #22,391, levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 804 West Seerley Boulevard.

Resolution #22,392, levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 818 West Seerley Boulevard.

Resolution #22,393, approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 419 Main Street.

Resolution #22,394, approving and authorizing execution of a Service/Product Agreement with WEX Health, Inc. relative to providing COBRA Administrative Services.

Resolution #22,395, approving and authorizing execution of the renewal of the City's Long Term Disability Policy with National Insurance Services for FY22-FY24.

Resolution #22,396, approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre, Inc. relative to an FY2022 Community Betterment Grant.

Resolution #22,397, approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY2022 Community Betterment Grant.

Resolution #22,398, approving and authorizing execution of an Agreement in

Support of the College Hill Partnership relative to an FY2022 Community Betterment Grant.

Resolution #22,399, approving and authorizing execution of an Agreement in Support of the University of Northern Iowa - Gallagher Bluedorn relative to an FY2022 Community Betterment Grant.

Resolution #22,400, approving and authorizing execution of an Agreement in Support of the Robert J. Hibbs Cedar Falls VFW Post 3896 Gold Star Family Memorial relative to an FY2022 Community Betterment Grant.

Resolution #22,401, approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony relative to an FY2022 Community Betterment Grant.

Resolution #22,402, approving and authorizing execution of a Service/Product Agreement with ePRepSolutions, LLC for a Comprehensive Financial Analysis of Recreation & Community Programs.

Resolution #22,403, approving and authorizing execution of a Service/Product Agreement with Bear Creek Archeology, Inc. for cultural resources identification survey (CRIS) services in the industrial park, in conjunction with the Iowa Economic Development Authority (IEDA) Certified Site Program.

Resolution #22,404, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for facade improvements at 2125 College Street.

Resolution #22,405, approving and accepting an Ingress and Egress Easement relative to the 302 Main Street and 123 East 3rd Street properties.

Resolution #22,406, approving the Blain's Corner 2nd Addition Minor Subdivision Plat.

Resolution #22,407, approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a grocery store at 315 Brandilynn Boulevard, as recommended by City staff.

Resolution #22,408, approving and authorizing the expenditure of funds for the purchase of an end loader for the Public Works Department.

Resolution #22,409, approving and authorizing execution of a Lease Agreement with the Black Hawk County Solid Waste Management Commission relative to the use of certain city-owned property located at 1500 Bluff Street by the WasteTrac environmental education team.

Resolution #22,410, approving the Certificate of Completion and accepting the work of Boulder Contracting, LLC for the 2020 Street Patching Project.

Resolution #22,411, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors Inc., in the amount of \$6,520,858.73, for the Cedar Heights Drive Reconstruction Project, and authorizing the City Engineer to execute the required contract, bond and insurance, using the Iowa Department of Transportation (IDOT) electronic file management system.

Resolution #22,412, approving and authorizing execution of Supplemental Agreement No. 3 to the Professional Service Agreement with Snyder & Associates, Inc. for construction services relative to the Cedar Heights Drive Reconstruction Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,389 through #22,412 duly passed and adopted.

- 53361 - It was moved by Harding and seconded by Miller that Resolution #22,413, approving a Proposal for Facilitation Services, and authorizing execution of a contract with Iowa State University Extension relative to the Racial Equity Task Force, be adopted. Following comments by Councilmembers Darrah, Dunn, and Miller, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,413 duly passed and adopted.
- 53362 - It was moved by Harding and seconded by Kruse that the bills and claims of June 07, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
- 53363 - City Administrator Gaines announced that the Cedar Falls Public Library re-opened to the public today.
- 53364 - It was moved by Harding and seconded by Miller to adjourn to Executive Session to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i). Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:48 P.M.

Mayor Green reconvened the Council meeting at 9:43 P.M.

- 53365 - It was moved by Darrah and seconded by Harding that the meeting be adjourned at 9:44 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: June 9, 2021
SUBJECT: Amendment to Code of Ordinances Sec. 2-276

There is an ambiguity in the reappointment process for members of City authorized Boards and Commissions. While these members serve for a definite term as provided in the Code of Ordinances, there appears to be a just cause standard and hearing rights if a member is not reappointed for additional terms after the first term is served. Such a situation basically renders terms meaningless.

In order to clarify this ambiguity, Mayor Green has requested that the Section of the Code of Ordinances dealing with Boards and Commissions be amended to make it clear that reappointment for successive terms is within the discretion of the Mayor and Council, and non-reappointment need not be for cause.

Removal of a Board or Commission member mid-term, however, would still require just cause.

The proposed amendment is attached.

Please feel free to contact me if you have any questions.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 2-276, MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-276, APPOINTMENT; MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS; NON-REAPPOINTMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. Section 2-276, Members Moving From City; Absence From Meetings, of Division 1, Generally, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-276, Appointment; members Moving From City; Absence From Meetings; Non-reappointment, is enacted in lieu thereof, as follows:

Sec. 2-276. Appointment; mMembers moving from city; absence from meetings; non-reappointment.

Members of boards and commissions established by this Code are appointed by the mayor with the approval of the council. The permanent removal from the city of any such member ~~of a board or commission wherein the members are appointed by the mayor with the approval of the council~~, or the absence from three consecutive regular meetings or five meetings within one year by sucha member ~~of any of such boards or commissions~~, except in case of sickness or temporary absence from the city, without due explanation, shall render the member's office vacant. Reappointment of such members for additional terms shall be at the discretion of the mayor and council. No hearing shall be afforded in the event of non-reappointment, which may be without cause.

(Code 2017, § 2-211)

INTRODUCED: _____
PASSED 1ST CONSIDERATION: _____
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. 2990

AN ORDINANCE REPEALING SECTION 2-276, MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-276, APPOINTMENT; MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS; NON-REAPPOINTMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. Section 2-276, Members Moving From City; Absence From Meetings, of Division 1, Generally, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-276, Appointment; members Moving From City; Absence From Meetings; Non-reappointment, is enacted in lieu thereof, as follows:

Sec. 2-276. Appointment; members moving from city; absence from meetings; non-reappointment.

Members of boards and commissions established by this Code are appointed by the mayor with the approval of the council. The permanent removal from the city of any such member, or the absence from three consecutive regular meetings or five meetings within one year by such member, except in case of sickness or temporary absence from the city, without due explanation, shall render the member's office vacant. Reappointment of such members for additional terms shall be at the discretion of the mayor and council. No hearing shall be afforded in the event of non-reappointment, which may be without cause.

INTRODUCED: _____ May 17, 2021
PASSED 1ST CONSIDERATION: _____ May 17, 2021
PASSED 2ND CONSIDERATION: _____ June 7, 2021
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

**MAYOR ROBERT M. GREEN**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

TO: City Council
FROM: Mayor Robert M Green 
DATE: June 2, 2021
SUBJECT: Parks & Recreation Commission – Member Reappointment

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Parks & Recreation Commission for reappointment, as their current terms expire on June 30, 2021.

- Ms. Clare Struck (Reappointment) – Term ends 7/1/2024
- Mr. Brian Bowman (Reappointment) – Term ends 7/1/2024

2. The board service of these two nominees have been reviewed by Community Development team; all members have had excellent attendance and have actively been contributing to the work of the Commission; all have agreed to serve for an additional term if approved by the City Council.

3. Please contact me if you have any questions about the above nominations.

xc: City Administrator
Director of Community Development
Recreation & Community Programs Manager



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126
www.cedarfalls.com

TO: City Council

FROM: Mayor Robert M. Green *Robert Green*

DATE: June 17, 2021

SUBJECT: Reappointment of Human Rights Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission
(b) Iowa Code §69.16A: Gender Balance

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following citizens for reappointment to the Human Rights Commission:

- Mr. Mario Basurto – Term ends 7/1/2024 (Reappointment)
- Ms. Jordan Beranek – Term ends 7/1/2024 (Reappointment)
- Ms. Melissa Heston – Term ends 7/1/2024 (Reappointment)
- Ms. Susan Langan – Term ends 7/1/2023 (Reappointment)

2. Ms. Langan’s term has been set to expire in 2023 in order to conform to the new Human Rights Commission bylaws, which state that three members will be appointed each year, for a total of nine in a three-year cycle.

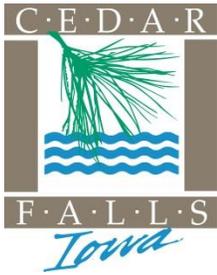
3. The members for reappointment have satisfactorily carried out their duties, and I support their continued service.

4. These appointments comply with the provisions of reference (b), in that the commission will consist of four female and four male commissioners with these new appointments.

5. In the near future, one additional commissioner appointment will be made to fill an existing vacancy.

Xc: City Administrator
Director, Finance and Business Operations
Chair, Human Rights Commission
Staff Liaison

###



MAYOR ROBERT M. GREEN

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TO: City Council

FROM: Mayor Robert M. Green *Robert Green*

DATE: May 18, 2021

SUBJECT: Visitors and Tourism Board – Member Reappointment

REF: Code of Ordinances, City of Cedar Falls §17-299: Visitors and Tourism Board

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Visitors and Tourism Board for reappointment, as their current terms expire on July 1st.
 - Ms. Leslie Prideaux (Reappointment) – Term ends 7/1/2024
 - Ms. Annie Gougler (Reappointment) – Term ends 7/1/2024
 - Ms. Mary Carlson (Reappointment) – Term ends 7/1/2024

2. The board service of these three nominees have been reviewed by Community Development staff; all members have had excellent attendance and have actively been contributing to the work of the Board; all have agreed to serve for an additional term if approved by the City Council.

3. Please contact me if you have any questions about the above nominations.

xc: City Administrator
 Director of Community Development
 Visitors, Tourism and Cultural Programs Manager

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

June 7, 2021

The City Council held a special work session at City Hall at 5:10 p.m. on June 7, 2021, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Kelly Dunn, Simon Harding, Daryl Kruse (teleconference), Mark Miller, Dave Sires, and Susan deBuhr. Staff members attended from all City Departments. Members of the community attended the meeting and teleconferenced in.

Mayor Green introduced the only item on the agenda, Downtown Zoning Ordinance.

Mayor Green introduced Community Development Director Stephanie Sheetz.

Director Sheetz indicated this is a discussion on the Downtown Zoning draft and will feed into the decision matrix. Zoning was identified as something to revisit for the community in the 2012 Comprehensive Plan. It has been discussed in several goal setting meetings and started with the Downtown Vision Plan and project priorities; the Vision Plan was adopted in November of 2019 and now the City has a draft of the zoning code for consideration. Policies like this and regulations require revisiting and this evaluation is to consider replacing what the City has at this time for the downtown, per the Regulating Plan. Examples of past projects where concerns occurred through the review process and clarity in the ordinance could have helped include the River Place development: was it too industrial for Downtown; did it fit the character of Downtown? There was a lot of community conversation about the Hampton Inn proposal regarding its architecture and size. The proposed code speaks to these types of issues. She stated private parking amounts have been a concern, particularly in the case of reuse of upper floors where it may not be possible to provide on-site parking. This ordinance is under consideration for the study area defined in the adopted Vision Plan. A new zoning map, called the Regulating Plan, will be adopted with the new zoning regulations, which is specific to the Downtown area. Director Sheetz noted that the purpose of the work session is to answer questions and to determine if there are any changes Council would like to make to P&Z's recommended draft.

Mayor Green opened Council discussion.

Councilmember Sires asked about 1st Street C2 zoning and why it's only ½ block instead of a full block, to create more square footage for commercial development. He noted the importance of having commercial property on both sides of main thoroughfares. Planning and Community Services Manager Karen Howard referred to the map handout and explained the colored sections under the current zoning lines show the new zoning goes ¾ into the block so mixed use development could have more space but this also keeps the zoning the same on both sides of 2nd Street. The vision plan shows a transition from 1st to 2nd Streets so 2nd maintains a residential character. In summary, the proposed zoning allows both a larger area for mixed use/commercial as well as space along 2nd Street for new residential building types as a transition to residential. Councilmember Sires asked who requested the rezoning. Ms. Howard responded the Downtown Vision Plan was developed by the community participants.

Zoning proposals then follow the adopted Vision Plan. The R4 and R3 zoning districts contain a lot of single family homes. However, the current zoning would allow a higher density and wider variety of uses than what most people would like to have to transition from Downtown to Overman Park neighborhood. The public indicated a desire to preserve the neighborhoods that are there. The light blue area in the Regulating Plan represents an incremental down-zoning from the current R3 and R4. It would allow for some infill development of housing types that fit into the scale of the existing neighborhood.

Councilmember Sires asked for definition of “Neighborhood Small.” Ms. Howard responded that the discussion during the visioning process centered around the transition from downtown to the residential neighborhood. There was a desire to preserve the historic residential character. To achieve that goal, the Neighborhood Small allows a variety of housing types, but within the current scale and character of existing single-family homes.

Councilmember Kruse referenced conversations he’s had in the community and stated most people have no idea what’s going on [with regard to rezoning] and are concerned about what can be done in the future. In down-zoning, how will the City accommodate the next 50 years of growth? He noted that the needs of the Downtown area will grow; the City should have the ability to go into those areas as the existing homes become obsolete as desirable homes and become light commercial or downtown mixed-use. He expressed concern that the City seems to be putting in barriers to growth. Mr. Geoff Ferrell from Ferrell Madden responded that there are protections in the “Neighborhood Small” and “Neighborhood Medium” to maintain the residential character, but there is considerable capacity for growth in the “Urban General” and the “Storefront” areas. There is room for minor infill and minor densification in the two neighborhood areas.

Councilmember Darrah stated his understanding of the vision plan is thinking in terms of how communities are growing today and how they will grow in the future. The combination of housing opportunities in this compact area reflects how communities are growing. One of the reasons to talk about having a vision is where to go from here instead of what’s always been done. He commented regarding parking, if we build a town that allows people to walk to work, there would be a lot fewer cars in the community. When older stock gets run down, there will be options that are appropriate to rebuild in that location.

Councilmember Harding stated the old, historic houses should be preserved, they add to the overall character of the community. If Cedar Falls grows, the Council can change the zoning. He states his understanding of form-based zoning is that it contains standards that are more clear and specific to what developers can do. If they comply with the standards and check all the boxes, the project is approved. He asked if they are denied, what are the checks and balances? Ms. Elizabeth Garvin from Community ReCode confirmed his understanding; an applicant works their way through the regulations and if they check all the boxes, the development should be approved. If they are denied and feel that an error was made in denying their application, they can appeal to the Board of Adjustment under Iowa law.

Councilmember Darrah questioned how this will impact the role of Planning and Zoning Commission (P&Z). Ms. Howard responded there are many zones in the City where projects don't get reviewed through P&Z for site plan review; the role of the Commission is the bigger picture items such as rezoning property. For example, if the City determines in the future that it would be a good idea to change the zoning of an area from "Neighborhood Small" to "Urban General" that would go before P&Z and Council to determine consistency with the community's vision. Howard noted that all rezoning and subdivision reviews go through P&Z. P&Z and Council currently review site plans in only a few districts including several overlay districts.

Mayor Green commented on the term "convenient for developers"; with a process that is clear and well laid-out, it's not to make it more convenient but to give them a greater sense of confidence in approval, since the approval standards and process are less subjective. If denied, there would be an appointed or elected role to review it.

Councilmember deBuhr questioned the difference in area between the larger College Hill and smaller Downtown zoning overlays. Director Sheetz stated that the larger study area for College Hill is being looked at to see if it is a good fit for form-based zoning. Mayor questioned if this is due to grid structure. Director Sheetz responded it is more due to the current zoning. A lot of the Downtown is R3 and R4; the northern area of the College Hill study has more R1 and R2 districts. Councilmember deBuhr requested a written list of examples of the zoning problems which require revamping to see exactly what the problems are. She questioned what problems are there, that we need to really focus on. Ms. Mary Madden from Ferrell Madden responded the area around Overman Park is predominately zoned R4 and C2, and neighborhood residents were unaware of this zoning. The concern is that a lot of uses are allowed in R4 that many people are unaware of and there are very few standards at all, which is a concern to current residents for new construction. The consultants started hearing residents requesting a nearby, close, walking neighborhood. The goal then is policies and regulations that respect the existing context but provide clear development standards. She noted that Downtown is different from the rest of Cedar Falls, and people wanted to enhance the uniqueness of Downtown. There are a lot of other places in the City that can accommodate broader commercial development; to create the compact, walk-able mixed use area, trying to think more affirmatively about what the City would like to see the development be like and not regulate by use and very broad parameters. How can the City encourage/require the type of development the citizens indicated they'd like to see? The proposed zoning moves away from subjectivity and provides measureable standards. Councilmember deBuhr asked Director Sheetz if residents don't know their zoning because it was changed after their developments were completed. Director Sheetz responded that it's hard to say; she estimated the last City-wide rezoning was in the early 1970s. She stated she cannot recall a City-initiated rezoning of properties in the Downtown study area offhand.

Councilmember Miller stated that he doesn't think most people know what their zoning is. He requested clarity on the decision matrix regarding the west side of Overman Park and allowing existing businesses to stay conforming in a property residential in character. Ms. Howard responded that P&Z had conversations regarding a number of

older homes converted to retail or offices; there was a concern with making them non-conforming with the new zoning. P&Z discussed specific language to include with the code, to keep existing businesses conforming; this allows them to continue and expand, but any new use must meet what's specified under the new code. Councilmember deBuhr confirmed that everything existing will stay and be conforming. Mayor Green questioned if the "Neighborhood Small" would potentially expand beyond this area. Ms. Howard stated it could but the City would want community feedback on areas outside the study area; are there areas the City wants to allow to transform and areas the City wants to preserve?

Councilmember Harding asked if there is a way to be creative in the "Neighborhood Small" to have a business apply for an exception for alternative uses, similar to the ordinance recently adopted for re-use of churches. Ms. Howard responded under the current draft, only existing businesses in that area would be allowed to continue. A change to the draft would be needed to allow more possibility for new businesses. She also noted that the City does have a generous home occupation ordinance that allows people to operate businesses out of their homes. Councilmember Harding asked if there was a way to allow for broader possibilities. Ms. Howard responded yes, but noted the vision plan intentionally concentrates commercial activity in the Downtown core because if it spreads too far, the economist consultant stated it may dilute the commercial market and could harm the Downtown core. Ms. Madden elaborated further that the market specialist indicated the further businesses are spread out, the walkability goes down; she noted that businesses get a lot of synergy from what they're next to. There is a lot of land area in the study area designated for small businesses. The current R3 and R4 permit some office use, but not retail. The study tried to strike a balance. The study focuses concentration of mixed use within a couple blocks of Main Street, with a wider variety of residential options close to the Downtown core.

Councilmember Kruse asked about townhomes and duplexes going in to "Neighborhood Small"; are rentals being encouraged in this area? Ms. Madden responded R4 currently would allow extensive rentals. However, she noted that a townhouse is a building form and zoning does not typically dictate renter versus owner. The Code would allow owner-occupied row houses and townhouses. This is not trying to regulate owner versus rental.

Councilmember deBuhr asked when density is increased, how does it impact crime statistics? Ms. Howard responded she doesn't know if there is a correlation. There won't be a huge [density] increase over what's there now. In the "Neighborhood Small" density may go down from what is currently allowed. The new zoning is an incremental change. Mr. Ferrell responded that the building form standards are careful about creating and fostering buildings focused on the street; one of the most effective forms of crime prevention is eyes on the street. These are building types that foster safe, walkable streets.

Councilmember Kruse asked about parking requirements. Parking determines how many bedrooms and what sort of structure is built. His concern is overflow parking in the neighborhoods and residents who can't park in front of their homes. Ms. Howard showed slides regarding current and proposed parking regulations. She noted that the

Code is trying to respond to the actual demand for parking and not create a lot of “spill-over” parking. The intent is to respond to the overall parking need for a project. We should consider if we are we wasting land downtown by requiring too much parking. The parking study indicated that may be the case for residential. Howard also noted there is a new parking requirement for upper floor commercial that isn’t required currently. Councilmember Kruse stated the addition of retail and storefronts and the employees in those establishments to customers and clients creates a delicate balance. He stated 95% of people have cars and Cedar Falls draws visitors from out of town which fills the streets. He stated he doesn’t agree there’s enough parking.

Director Sheetz asked for further consideration of any questions, comments, or additional analysis for the decision matrix. Councilmember deBuhr requested study into row houses and increased density relating to crime. Councilmember Sires would like to see 1st Street be full depth for commercial. Mayor Green stated this is addressed in proposed amendment 9 in the decision matrix handout and after consideration, no change was recommended by P&Z. If there is a consensus from Council to consider it will be entertained. Councilmember Miller stated that the public directed this vision plan and showed they want the neighborhood to stay this way. Councilmember Harding stated that keeping the character of the street is the proposed intent and he agrees with the proposal. Councilmember Miller stated contractors want full depth but residents want $\frac{3}{4}$. Residents came to the meetings and stated they wanted neighborhoods to stay like that, and that’s what guided the consultant to come up with this. Mr. Ferrell spoke about conversations from the neighbors led them to stop at $\frac{3}{4}$ to preserve the value of those houses. Careful transitions are an important part of the code. Councilmember Kruse stated in the future homes, building plans, become obsolete. There has to be acceptance that a neighborhood will change. Mr. Ferrell stated that current towns that are successful are setting standards for infill that is in context with the traditional walkable neighborhoods. Traditional neighborhoods are starting to be renewed as people move back in and the trends are back to walkable communities as opposed to sprawl. Councilmember Kruse asked if the City doubles in size will the Downtown double as well? He feels must be room for expansion. He stated the best use of streets next to Downtown may be something other than residential. Ms. Howard states that zoning can be changed over time. Zoning is not supposed to be set in stone; as the City changes so does zoning.

Councilmember Kruse expressed concern about no vinyl siding on a new structure. Good quality vinyl siding can last many years with good maintenance. It’s a good product to use; there are cheaper versions; it’s recyclable. He requested consideration of the material going forward for new construction. Councilmember Miller states this was discussed in the decision matrix, proposed amendment 10. Certain uses are permitted in existing buildings but not new buildings. Councilmember Harding stated vinyl siding is difficult to recycle and is not eco-friendly. Councilmember Miller stated vinyl siding is not in character with Downtown. There are certain requirements for certain areas.

Director Sheetz asked for consensus on the item to study density and impact on crime. There was no consensus. Director Sheetz asked for consensus on the item to extend

1st Street to full depth at commercial zoning. There was no consensus. Director Sheetz asked for consensus on the item writing a detailed analysis of current zoning issues that brought forth this proposal. There was no consensus. Director Sheetz asked for consensus on the item of parking. Mayor sees a consensus and requests additional review with the decision matrix. Director Sheetz asked for a consensus on the item of vinyl siding. There was no consensus. Director Sheetz asked if there are any other items to have on the decision matrix. Mayor noted that he sees none.

There being no further discussion, Mayor Green adjourned the meeting at 6:14 p.m.

Minutes by Katie Terhune, Administrative Assistant

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

June 7, 2021

The Committee of the Whole met at City Hall at 6:20 p.m. on June 7, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Sudan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the only item on the agenda, Downtown & College Hill Parking Discussion.

Mayor Green introduced Director of Finance and Business Operations Jennifer Rodenbeck. Ms. Rodenbeck gave an overview of the previous year: parking studies were done in the College Hill and Downtown Cedar Falls areas in 2018 & 2019, parking study was implemented in October 2020, Special meeting was called in December, and Council gave direction to suspend paid parking in municipal lots until April 1; at the March 1, 2021 meeting it was extended until August 1. Ms. Rodenbeck stated a letter from Community Main Street was received and it's been requested to revert back to pre-parking study in municipal lots; which consists of city lots to be free with a four-hour limit.

Mayor Green introduced Kim Bear, Executive Director with Community Main Street.

Ms. Bear gave an overview of the last 15 months: parking study in 2018; 2020 implementation and trainings for the board of directors, businesses and property owners took place; March 9th Governor Reynolds implemented the Emergency Health Proclamation and businesses began to close; March 2020 parking was suspended; October 2020 parking system was implemented; December 2020 parking was suspended until April 1; and on February 10, the Community Main Street Board requested an extension to the suspension until April 2022 and Council granted a reprieve until August 2021. March 25, 2021 Community Main Street held a parking Town Hall meeting to discuss parking and with stakeholders. Community Main Street requests city lots are free with a four-hour limit. Community Main Street appreciates the expansion of spaces on State Street, addition of three-hour parking and 15-minute spaces to accommodate take-out and curbside service. Ms. Bear stated College Hill is much different from Main Street and can't be considered a one size fits all.

Mayor Green introduced Kathryn Sogard, Executive Director with College Hill Partnership.

Ms. Sogard referred to the letter that was submitted to Council and stated that Community Main Street and College Hill have unique needs and are different and have different demands. Ms. Sogard asked if paid parking is removed how will that affect enforcement; enforcement is very important to the College Hill area and how will this affect capital improvements of College Hill and the parking lots. Jacque Danielsen, City Clerk stated College Hill enforcement would continue. Ms. Danielsen stated that revenues at this time are not separated between College Hill and Community Main Street. Ms. Rodenbeck stated we can begin to separate the revenues of the parking

system (College Hill and Downtown). Ms. Rodenbeck stated that the City would base capital improvements on need and the enforcement will still be in place. Support for those capital improvements will eventually be taken from selling bonds or the general fund, since the parking fund would no longer support the capital improvements.

Mark Kittrell, 250 State Street, agrees with the Downtown Vision plan. He asked the Council if now is the time for a parking ramp and doesn't agree with having paid parking in Downtown Cedar Falls. How do we bring additional parking into the City?

Darin Beck, 504 North Highland Drive, stated the City needs to plan for future growth, include in the Downtown Vision plan and protect the integrity of Downtown Cedar Falls. He agreed that Downtown and College Hill are not the same and stated that parking needs to be a priority. Mr. Beck suggested a public and private collaborative.

Councilmember deBuhr wanted to verify that this discussion is to decide if we do paid parking or not. Mayor Green stated the issue tonight is whether Council ends the moratorium on paid parking or not. Councilmember deBuhr asked for a summary of what was the implementation that was going to be put in place from the parking study. Ms. Rodenbeck confirmed the parking in municipal lot hours for Downtown Main Street before suspension was 9 a.m. – 8 p.m. at .50 per hour and \$3.00 set amount from 5 p.m. – 8 p.m., but the \$3.00 flat rate was not implemented at the request of Downtown businesses. Ms. Rodenbeck confirmed that equipment was purchased and installed and only implemented for one month in October. Councilmember deBuhr confirmed that lots are full because it's free and unlimited time limits. Ms. Rodenbeck confirmed lots are full and an ordinance change would be needed if Council would like to modify parking in the municipal lots. Councilmember deBuhr asked if problems were documented in the month the pay stations were implemented. Ms. Danielsen stated concerns might have been that people didn't know the parking implementation had started and the permit system had some software issues. Councilmember deBuhr confirmed that enforcement is paid through those parking funds and it will be depleted if there's no revenue from parking. Ms. Danielsen confirmed the information that Councilmember deBuhr stated is true and added that the parking hours on College Hill are 9 a.m. – 6 p.m. Ms. Rodenbeck informed Councilmembers of the parking fund revenue: before parking study in parking fund there was \$900,000; as of today \$662,000; spent \$200,000 plus on parking study and equipment; fund has lost \$161,000 since July; about \$14,000 per month. Ms. Rodenbeck stated that evening and weekend enforcement times did increase since the parking study and an additional part-time parking attendant was hired. Councilmember Harding asked how much property taxes would increase if the parking fund was depleted. Ms. Rodenbeck is not certain of an exact amount per household at this time. Councilmember Sires would like to give Community Main Street the free city lots with a 4-hour parking time limit. Councilmember deBuhr asked about how the kiosks would work for 4-hour parking. Ms. Danielsen stated the kiosks would be removed and no long-term parking would be available in the lots since meters were removed after the parking study. Councilmember Harding asked how the parking fund was accumulated over the years and Ms. Rodenbeck stated revenues were collected and no capital projects had been scheduled yet. The CIP has money set aside for parking lots in College Hill and Downtown. Ms. Rodenbeck confirmed that general fund

money could be transferred annually to the parking fund, which will affect property taxes.

Ms. Sogard stated the College Hill Board of Directors envision removing paid parking when school isn't in session because the demand for parking decreases, but the board believes in the parking study when college is in session and confirms the 2-hour lots would be acceptable when the college session ends. Councilmember Harding is concerned about property taxes and capital improvements. Ms. Rodenbeck clarified the \$900,000 was only parking revenues (generated from meters, tickets, etc.) and parking revenues in the future will not keep up with expenses and the general fund would contribute to the parking fund. Councilmember Darrah stated that if there's a parking ramp in Downtown's future and asked what about a commitment of the businesses in Downtown, since this is a partnership. Mr. Beck expressed his concerns about College Square Mall offering free rent and free parking, and taking customers from the Downtown area if paid parking is reinstated. Councilmember Dunn asked if the parking ramp is going to be free; people will not use a paid ramp if parking lots are free. Councilmember Harding stated we need to work with the businesses to solve the issue of employees parking in customer parking. Mayor Green commented that customers that won't pay in the lots will just go elsewhere. Councilmember Kruse is concerned about enough parking in the Downtown Vision Plan and this will increase the demand for parking.

Councilmember Miller motioned to approve Community Main Street's request: Municipal lots, free with a 4-hour limit and the required ordinance changes. Councilmember Sires seconded.

Councilmember Harding made an amendment to draft ordinance changes for Community Main Street and speak to College Hill on how to proceed separately. Ms. Rodenbeck confirmed the Community Main Street request and that the suspension of paid parking in the College Hill area would continue until City staff could have discussions with College Hill Partnership to determine needs.

Councilmember deBuhr asked if the equipment is returnable and Ms. Danielsen stated it is not returnable and there's currently no guaranteed resale value.

City Administrator Gaines recommended staff draft an ordinance for Council's approval for an upcoming meeting.

Councilmembers voted on the amendment to separate College Hill paid parking. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires and Dunn. Nay: None. Motion carried.

Councilmember voted on original motion (motioned to approve Community Main Street's request: municipal lots, free with a 4-hour limit and the required ordinance change). Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires and Dunn. Nay: None. Motion carried.

There being no further business, Mayor Green adjourned the meeting at 7:21 p.m.
Minutes by Kim Kerr, Administrative Supervisor



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
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www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thom Weintraut, Planner III
DATE: June 16, 2021
SUBJECT: Temporary Sign Request
Randall's Bull Sign – GreenState Credit Union, 3409 Cedar Heights Dr.

This office received the attached request to place the Randall's Bull Sign at 3409 Cedar Heights Drive. Attached is a letter of permission from the Vice President/Branch Manager to allow Ms. Sarah Clough permission to place the Bull sign for a special celebration for her sister who works for GreenState.



The sign will be a large bull with a typical changeable-letter sign on wheels. The sign will display a congratulatory message and will be located in the parking lot as shown in the photograph in the right. The sign will be placed in a location that will not obstruct the vision of motorists.

The Planning and Community Services Division recommends approval to display the temporary bull sign at 3409 Cedar Heights Drive, the corner of Cedar Heights and University Avenue on the on Wednesday, June 23, 2021



If you have any questions or need additional information, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director
Jeff Olson, Public Safety Director
Karen Howard, Planning & Community Services Manager

PO Box 800, North Liberty, IA 52317-0800 | GreenState.org | 1-800-397-3790



GreenState
CREDIT UNION

06/16/2021

To whom it may concern,

I respectfully request a permit to place the movable Randall's sign for an announcement on my property. The sign will be placed out of the right a way in the driveway away from the street. The date will be Wednesday 06/23/2021. You may drop off Tuesday evening 06/22/2021.

The address is 3409 Cedar Heights Drive. Please place sign in red rectangle on map below.



Thank you for your time and consideration



Heather Lepa | NMLS ID #1470047
Vice President/Branch Manager
GreenState Credit Union | 3409 Cedar Heights Dr | Cedar Falls, IA 50613
p: (319) 553-3867 | m: (319) 830-4733 | f: (319) 553-0061
heatherlepa@greenstate.org | greenstate.org
Creating Lasting Value

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 21 through June 30, 22

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Cedar Sky Inc / Bani's
Physical Location Address 2128 College Street City Cedar Falls ZIP IA 50613
Mailing Address 2128 College Street City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-6666

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Cedar Sky Inc.
Mailing Address 2128 College Street City Cedar Falls State IA ZIP 50613
Phone Number 319-277-6666 Fax Number _____ Email Wahidy786@yahoo.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) RABBANI WAHIDY Name (please print) _____
Signature [Signature] Signature _____
Date 06-01-21 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 09 / 01 / 21 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA G.S. Courner
Physical Location Address 2125 COLLEGE ST City C.F. ZIP 50613
Mailing Address 4214 Paddington DR City C.F. State IA ZIP 50613
Business Phone Number 319.486.2745

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC X LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP GIK LAKHSMI LLC
Mailing Address 4214 Paddington DR City C.F. State IA ZIP 50613
Phone Number 414.5263177 Fax Number Email

Retail Information:

Types of Sales: Over-the-counter X Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No X
Types of Products Sold: (Check all that apply)
Cigarettes X Tobacco X Alternative Nicotine Products Vapor Products X

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store X Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DILAWAR Khen Name (please print)
Signature Signature
Date 06.14.21 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal X

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/21 through June 30, 22

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Greenleaf Tobacco & Vapor Inc
Physical Location Address 5901 University Ave, Q City Cedar Falls ZIP 50613
Mailing Address 5901 University Ave City Cedar Falls State IA ZIP 50613
Business Phone Number 319-260-2183

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Greenleaf Tobacco & Vapor Inc
Mailing Address 45 West Jefferson St Apt 211 City Waterloo State IA ZIP 50701
Phone Number 651-955-1901 Fax Number Email Cedar Falls Tobacco @ Gam1, Com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products [x]

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [x] Bar [] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store [x]
Has vending machine that assembles cigarettes [] Other []

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Mohammad Mirib Name (please print)
Signature Mohamed Mirib Signature
Date 06/14/21 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Hy-Vee, Inc DBA Hy-Vee Food Store
Physical Location Address 6301 University City Cedar Falls ZIP 50613
Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266
Business Phone Number 515-267-2800

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.
Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266
Phone Number 515-267-2800 Fax Number 515-559-2468 Email SMcMahon@hy-vee.com

Retail Information:

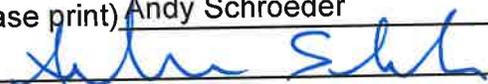
Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Andy Schroeder Name (please print) _____
Signature  Signature _____
Date May 4th 2021 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Hy-Vee, Inc DBA Hy-Vee Gas
Physical Location Address 6527 University Ave City Cedar Falls ZIP 50613
Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266
Business Phone Number 515-267-2800

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.
Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266
Phone Number 515-267-2800 Fax Number 515-559-2468 Email SMcMahon@hy-vee.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products [x]

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [x] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []
Has vending machine that assembles cigarettes [] Other []

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Andy Schroeder Name (please print)
Signature [Signature] Signature
Date May 4th 2021 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: 100
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county Cedar Falls issuing the permit:
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 21 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA United wine and liquor inc.
Physical Location Address 2211 College St City Cedar falls ZIP 50613
Mailing Address 2211 college st City Cedar falls State IA ZIP 50613
Business Phone Number 319-493-8117

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP United Wine and Liquor, Inc.
Mailing Address 600 Wilshire ave City Waterloo State IA ZIP 50702
Phone Number 319 493 8117 Fax Number _____ Email ~~United Wine and Liquor~~

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

United wine and liquor @gmail.com

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Basim Seferagic Name (please print) Shahid Chatha
Signature Basim Seferagic Signature Shahid Chatha
Date 05-13-21 Date 05-13-21

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
Craig Berte, Police Chief
Date: June 17, 2021
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Dollar General, 2921 Center Street, Class C beer & Class B wine - renewal.
- b) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - renewal.
- c) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - renewal.
- d) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- e) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
- f) David's Taphouse and Dumplings, 200 West 1st Street, Class C liquor – new.
- g) Montage, 222-224 Main Street, Class C liquor & outdoor service – new.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 9, 2021
SUBJECT: Audit Engagement Letter

We are just about to begin the audit process for FY2021. This is the first year of our new contract with Eide Bailly, LLP to perform our audit engagement.

At the beginning of the audit engagement each year, the auditors provide an engagement letter that they sign and the City signs that acknowledges that both parties understand the work that is to be performed. Attached is that letter for your review and approval.

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations

June 2, 2021

Ms. Jennifer Rodenbeck, Director of Finance and Business Operations
Honorable Mayor and Members of the City Council
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cedar Falls, Iowa (City) as of June 30, 2021, and for the year then ending, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the period ending June 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the City's Proportionate Share of the Net Pension Liability.
4. Schedule of City Contributions (Pension).
5. Schedule of Changes in the City's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining Fund Statements.
2. Capital Asset Schedules.
3. Financial Data Schedule (issued separately as part of required HUD report).

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section – No opinion or any assurance provided.
2. Statistical Tables – No opinion or any assurance provided.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance for each major federal program and report on internal control over compliance required by the Uniform Guidance upon completion of our audit.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error.
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any nonattest services we perform, we agree to perform the following:

- Completion of the auditee's portion of the Data Collection Form

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2021.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$42,000 for the audit of the financial statements (assuming one major program), including the preparation of the REAC submission. Each additional major program will be a fee of \$3,000. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Dubuque, Iowa.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree to indemnify Eide Bailly LLP, its partners, affiliates, officers, or employees (collectively "Eide Bailly") against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of any litigations (including reasonable attorneys' fees) associated with a claim brought Eide Bailly against by a third-party and that arises out of or is in any way related to the services provided under this engagement, provided that the services provided hereunder were performed in accordance with professional standards in all material respects and that such losses arose due to the negligent acts or omissions by the City of Cedar Falls.

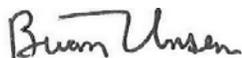
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Unsen, Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Cedar Falls, Iowa by:

Name: _____

Title: Mayor

Date: _____



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

MEMORANDUM
Human Resources Division

TO: Mayor and City Council
FROM: Colleen Sole, Personnel Specialist
DATE: June 11, 2021
SUBJECT: FY22 Insurance Renewal – Public Entity

Arthur J. Gallagher recently presented its renewal proposal to the City of Cedar Falls Risk Management Committee. The current market gave cause to bid out all lines and closely review the City's property and business practices, to include a hard look at the City's cyber security. The insurance marketplace is continuing to harden due to more frequent national catastrophic losses such as wind, hail, flooding and the most recent derecho, the nation's focus on police forces and public employees, and the on-going destruction of public property, all of which fall on public entities. For public entity liability risks, many insurance carriers are reducing capacity and some are no longer in the business. Increasing deductibles and sharply higher rates are becoming a challenge. The City has been fortunate in past years to maintain its lower premiums. However, with today's market, the City is unable to escape an increased premium, with slightly higher deductibles and SIR's. Gallagher reviewed and compared the various quotes with the Risk Management committee, and went back to the underwriters to explore other means of reducing the premium without compromising coverages. The Risk Management Committee approved the recommendations provided. Attached is the proposal provided by Arthur J. Gallagher.

The Risk Management Committee respectfully requests that you approve these coverages for FY2022. If you have questions, please contact me at 243-2712.

Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Arthur J. Gallagher Risk Management Services, Inc. is pleased to present our proposal of insurance to the City of Cedar Falls. Enclosed for your review are the terms and conditions from the insurance companies that we approached on the City's behalf.

Workers Compensation - Midwest Employers –

The EMT/Fire/Police SIR increased from \$500K to \$750K. All other class codes remained at \$500k retention. Estimated Renewal Payrolls \$16,785,395 – represents a 7% increase from expiring \$15,342,935
 Expiring rate .40803; renewal rate per \$100 of payroll .56295

Gallagher also approached Safety National and Arch Insurance Company – neither carrier could not be offer a competitive rate as compared to the renewal rate provided by Midwest Employers.

Liability Package –

Argonaut Insurance Company – the incumbent carrier, Argonaut is offering renewal terms, and continues to provide Auto Physical Damage in their form, however for the Liability coverages, the carrier can only provide \$2,000,000/\$20,000,000 limit. Expiring limits are \$7,000,000/\$10,000,000. To complete the \$7M limit we approached the excess market. Allied World will provide \$5,000,000 excess Argonaut's \$2,000,000. The SIR went up from \$100,000 to \$150,000. Lastly, Argonaut is no longer providing the Loss Fund and have reduced the Sexual Abuse Molestation limits to \$250,000.

We have also approached other casualty markets for the primary \$7,000,000. Two carriers provided reasonable terms however at a much higher premium than Argonaut. Those programs can be found on the attached program comparison sheet which outlines each of the three programs.

Property – Federal Insurance Company (Chubb) – At the direction of the City we increased the building values by 3% Total Insurable Values: Expiring \$147,168,833 / Renewal \$153,103,054, which represents a 4% increase. Expiring premium \$98,531 / renewal premium \$131,995 – both terms include Terrorism/TRIA

Property premium rates are on the rise, mainly due to more frequent national catastrophic losses such as wind & hail, surface water and flood, therefore driving rates upwards industry wide. Property carriers are seeing poor results especially in Iowa. Flood - Chubb will continue to provide Flood coverage for those locations that fall into Flood Zone A, AE, Shaded X, B (and those unknown locations), backup of sewer and drains, mudflow, and surface water. The sublimit is \$250,000 for these flood zones with a \$250,000 Deductible. We have attached a spreadsheet with limits/deductibles for each location. Earthquake – Chubb will continue to provide \$5,000,000 Annual Aggregate with \$100,000 deductible – all locations.

Cyber Liability – the incumbent carrier, Lloyds of London cannot offer renewal terms due to lack of certain controls that they want implemented in the next 3 months. The city will be implanting these controls within the next year or so. We have marketed the cyber liability insurance and were successful in obtaining a quote with BCS Insurance Company. They will provide \$2,000,000 limit with \$15,000 retention (up from \$10,000 retention). Cyber-crime (social engineering/cyber deception) \$250,000 limit will also be included. Expiring premium \$18,114 / Renewal Premium \$18,252.

Boiler and Machinery – Liberty provided a quote using increased building values which resulted in a slight premium rate increase from expiring. Current Limit \$100,000,000 with \$5,000 deductible

Rating basis – Expiring values Expiring \$147,168,833 / Renewal values \$153,103,054
 Expiring premium \$5,841 / Renewal premium \$6,380

Crime – Hanover Insurance Company – the policy is a three year renewal term from 7/1/2020 through 7/1/2023. Limits \$500,000 with \$25,000 Deductible; False pretenses limit is \$75,000 with \$10K deductible

Annual premium: | \$4,487

On behalf of the entire Gallagher service team, we look forward to working with the City of Cedar Falls. If you have any questions or concerns after our meeting, please feel free to contact us.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Scott Scheidel

Rich Stokluska

EXPOSURE COMPARISON

Exposure Rating Basis	2018	2019	2020	2021	% of Change
Total Property Values	\$128,411,875	\$143,117,486	\$147,168,833	\$153,103,054	4%
Total Number of Vehicles	182	183	191	193	1%
Total Vehicle Values	\$12,824,571	\$13,376,759	\$15,342,935	\$16,785,395	9%
Total Estimated Payrolls	\$15,189,165	\$15,189,165	\$16,555,641	\$17,748,262	7%
Employees (FT/PT)	652	662	666 (229 FT) (437 PT)	578 (231 FT) (347 PT)	-13.2%
FT Officers	45	57	60	66	11%
Fire Department	67 (29-FT, 2-PT, 2-POC, 34-PSO)	69 (17-FT, 1-PT, 2-POC, 49 PSO)	75 (20-FT, 2-PT, 2-POC, 46 PSO)	81 (31-FT, 2-PT, 2-POC, 46 PSO)	8%

Named Insured

Named Insured Schedule:

Named Insured	Property	Equipment Breakdown	Crime	Package	Excess Liability	Cyber Liability	Excess Workers' Compensation
City Of Cedar Falls	X	X	X	X	X	X	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Federal Insurance Company	Property	Recommended Quote	\$131,995 includes terrorism/TRIA)
Travelers Insurance Group	Property	Declined – could not be competitive	NA
Munich Insurance Group	Property	Declined - Does not write public entity in Iowa	NA
Liberty Mutual Insurance Group	Property	Decline - Cannot write in Iowa due to Windstorm exposures	NA
Hartford Group	Property	Declined - Could not be competitive	NA
XL Group	Property	Declined - Minimum TIV \$250M and minimum premium is \$250K	NA
Zurich	Property	Declined - Is not interested in writing coverage for municipalities	NA
Liberty Mutual Fire Insurance Company	Equipment Breakdown	Recommended Quote	\$6,380
Hanover Insurance Company	Crime – 2 nd year of 3 year policy term	Recommended Quote	\$3,980 - \$500K Limit Annual installment \$4,487
Argonaut Insurance Company	Liability Package/Auto Physical Damage \$2,000,000/\$2,000,000 Limits \$150,000 SIR	Recommended Quote	\$175,567 \$1313 TRIA
Princeton Excess and Surplus Lines	Option 1 - Package w/\$1M APD Limit Option 2- Package w\$2M APD Limit	Quoted – program not competitive	Option 1 \$240,771 \$2,407.71 Taxes \$243,178.71 total TRIA \$4,117 plus taxes Option 2 \$336,986 \$3,369.86 Taxes \$340,355.86 Total TRIA \$7986 plus taxes

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Berkley Insurance Company	Option 1 – Package w/\$1M APD Limit Option 2 – Package w/\$2M APD Limit Both options include \$2M Sexual Abuse sublimit	Quoted – program not competitive	Option 1 \$230,500 \$2,305 Taxes \$232,805 Total TRIA \$2,959 plus taxes Option 2 \$244,000 \$2,440 Taxes \$246,440 Total Optional TRIA \$2,595
Euclid	Package	Indication	Around \$275,000 premium for \$5M Limits
Safety National Casualty Corporation	Package	Indication	Around \$285K premium for \$5M Limits
BRIT Lloyds Syndicate	Package	Indication	\$295K Premium for \$5M limits with \$500K sublimit for Dam coverage \$200K SIR on Law Enforcement
Travelers Insurance Company	Package	Declined - TPA is not accepted and cannot be competitive	NA
Allied World National Assurance Company	Excess Liability \$5,000,000 Limit	Recommended Quote	\$100,025 \$758 TRIA
Allied World National Assurance Company	Excess Liability \$2,000,000 (Excess Berkley \$5,000,000)	Declined – minimum premium \$100,000	NA
Munich	Excess Liability \$5,000,000	Declined Could Not be competitive	NA
Genesis Underwriters	Excess Liability \$5,000,000	Indication – Could not be Competitive	\$125,000
BCS Insurance Company	Cyber \$2,000,000 Limit	Quoted – Recommended	\$18,152 \$100 Service Fee \$18,252 Total
Underwriters at Lloyd's London - CFC	Cyber Liability	Declined - Needs certain controls in place within 3 months	NA

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Cowbell Chubb Ascent Coalition AT Bay Beazley Corvus Hiscox HCC Markel Zurich	Cyber Liability	Declined – lack of certain controls, don't write for Muni's, cannot be competitive	NA
Midwest Employers Casualty Company	Excess Workers Compensation and Employers Liability \$500K SIR all classes except \$750K SIR EMT/Police/Fire	Recommended Quote	\$99,915 - \$500K/\$750K SIR \$92,604 \$62,534 - \$750K SIR
Safety National Casualty Corporation	Excess Workers Compensation and Employers Liability \$600K SIR all classes except \$750K SIR EMT/Police/Fire	Declined - could not be competitive	Excess \$100,000 Premium
Arch Insurance Company	Excess Workers Compensation and Employers Liability \$500K SIR all classes except \$750K SIR EMT/Police/Fire	Indication	Excess \$100,000 premium

Premium Summary

LINE OF COVERAGE		EXPIRING PROGRAM		% Change Program versus expiring		
ESTIMATED COST		RECOMMENDED-With BCS Cyber and Argonaut \$2M/Allied \$8M Liability Limits				
Property	Premium TRIA Premium	Federal Insurance Company (Chubb Group of Insurance Companies)	\$98,531 Included	Federal Insurance Company (Chubb Group of Insurance Companies)	\$131,995 Included	34%
Equipment Breakdown	Premium TRIA Premium	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$5,841 Included	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$6,380 Included (1)	9%
Crime	Premium TRIA Premium	Hanover Insurance Company (Hanover Insurance Companies)	\$4,487 Included	Hanover Insurance Company (Hanover Insurance Companies)	\$4,487 Included	0%
Public Entity Package - Includes General Liability, Employee Benefits Liability, Auto Liability, Public Officials Liability, Employment Practices Liability and Auto Physical Damage	Premium TRIA Premium	Argonaut Insurance Company (Argo Group International Holdings, Inc.)	\$175,440 TRIA not included	Argonaut insurance Company (Argo Group International Holdings, Inc.)	\$175,567 TRIA not included TRIA Can be purchased for \$1,313 Additional Premium	0%
Excess Liability	NA	NA	NA	Allied World National Insurance Company (Allied World Assurance Group)	\$100,025 Does not include TRIA	NA
Cyber Liability	Premium TRIA Premium	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	\$18,114	BCS Insurance Company	\$18,252	0%



LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		% Change Program versus expiring RECOMMENDED-With BCS Cyber and Argonaut \$2M/Allied \$8M Liability Limits		
Excess Workers Compensation	Premium TRIA Premium	Midwest Employers Casualty Company (W. R. Berkley Group)	\$67,552 Included	Midwest Employers Casualty Company (W. R. Berkley Group)	\$99,915 Included	47%
Gallagher Broker Services Fee			\$36,000		\$36,000	0%
Total Estimated Program Cost			\$405,965		\$572,621	41%

The estimated program cost for the options are outlined in the following table:

Gallagher is responsible for the placement of the following lines of coverage:

- Quote from BCS Insurance Company (BCS Insurance Company) is valid until 7/1/2021
- Quote from Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.) is valid until 7/1/2021
- Quote from Federal Insurance Company (Chubb Group of Insurance Companies) is valid until 6/19/2021
- Quote from Midwest Employers Casualty Company (W. R. Berkley Group) is valid until 7/10/2021
- Quote from Hanover Insurance Company (Hanover Insurance Companies) is valid until 7/1/2021

Quote from Allied World National Assurance Company (Allied World Assurance Group) is valid until 7/1/2021

Quote from Argonaut Insurance Company is valid until 6/30/2021

- Property
- Equipment Breakdown
- Crime
- Package
- Excess Liability
- Cyber Liability
- Excess Workers' Compensation

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Allied World National Assurance Company	A XV	Admitted
Argonaut Insurance Company	A- XIV	Admitted
BCS Insurance Company	A- VIII	Admitted
Federal Insurance Company	A++ XV	Admitted
Gemini Insurance Company	A+ XV	Non-Admitted
Hanover Insurance Company	A XV	Admitted
Liberty Mutual Fire Insurance Company	A+ XV	Admitted
Midwest Employers Casualty Company	A+ XV	Admitted
Princeton Excess & Surplus Lines Ins Co	A+ XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated June 2, 2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property
	Federal Insurance Company
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	<i>TRIA</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown
	Liberty Mutual Fire Insurance Company
	<i>TRIA cannot be rejected</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime
	Hanover Insurance Company
	<i>TRIA cannot be rejected</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package
<input checked="" type="checkbox"/> Option # 1	Argonaut Insurance Company – \$150K SIR - recommended
<input type="checkbox"/> Option # 1 A	Argonaut Insurance Company – \$250K SIR - recommended
<input type="checkbox"/> Option # 2	Gemini Insurance Company
<input type="checkbox"/> Option # 3	Princeton Excess & Surplus Lines Ins Co
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	<i>TRIA – Additional Premium will apply – Argonaut \$1313</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Follow Form Excess Liability
	Allied World National Assurance Company
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	<i>TRIA – Additional Premium will apply - \$758</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
	BCS Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers' Compensation
<input checked="" type="checkbox"/> Option # 1	Midwest Employers Casualty Company – recommended (\$500K/\$750K SIRs)
<input type="checkbox"/> Option # 2	Midwest Employers Casualty Company – (\$750K SIR all classes)
<i>TRIA Cannot Be Rejected</i>	

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Coverages to Consider

Yes No - Flood

Other Services to Consider

Yes No - CORE360™ Loss Control Portal

Yes No - eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: Robert M. Green
Print Name

Mayor
Title

Signature

Date: _____

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER THE
TERRORISM RISK INSURANCE ACT**

The **insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the **insured** has a right to purchase insurance coverage for **losses** arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The **insured** should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this **policy** for **losses** caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the **insured's policy** may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding a statutorily established deductible that must be met by the **company**, and which deductible is based on a percentage of the **company's** direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and the **company** has met its deductible under the Act, the **company** shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this **policy** applicable to **losses** arising from events other than Certified Acts of Terrorism.

The **insured** should know that under federal law, the **insured** is not required to purchase coverage for **losses** caused by Certified Acts of Terrorism.

The **insured** should know that under federal law, the **insured** is not required to purchase coverage for **losses** caused by Certified Acts of Terrorism.

Please indicate the selection of the **insured** below.

The **insured** hereby elects to purchase coverage in accordance with the Act for a premium of \$ xxx

The **insured** hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

Signature of Insured

Robert M. Green
Insured Name

Mayor
Print/Title

Policy Number

Date
GL 00117 00 (01/15)

NOTICE OF TERRORISM – INSURANCE COVERAGE

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The prospective premium for certified acts of terrorism coverage is **\$1,313.**

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.

PowerPro Select™

EQUIPMENT BREAKDOWN INSURANCE PROPOSAL



POLICYHOLDER DISCLOSURE: TERRORISM RISK INSURANCE ACT

This notice contains important information about the Terrorism Risk Insurance Act and your terrorism insurance coverage. Please read it carefully.

In accordance with the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in concurrence with the Secretary of State, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to –

PowerPro Select™ EQUIPMENT BREAKDOWN INSURANCE PROPOSAL



- (I) human life;
- (II) property; or
- (III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of –

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

How the act affects your policy and what you must do

TERRORISM INSURANCE COVERAGE

This proposal includes coverage for losses resulting from "certified acts of terrorism." Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for this policy period is \$0.

Please sign and return the Policyholder Acknowledgement below.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Robert M. Green
Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 14, 2021

SUBJECT: **FY22 Wellmark Blue Cross and Blue Shield Health Plan
Administrative Services Agreement**

Attached for your approval is the health plan Administrative Services Agreement for FY22 with Wellmark Blue Cross and Blue Shield. Wellmark is proposing a 3.5% increase per plan member per month to their Health Administrative Fee and no cost increase to both their Pharmacy Vendor Administrative Fee and Network Access Fee. City staff recommends approval. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD

and

City of Cedar Falls

Agreement Effective Date: July 1, 2021

Form Number: IA WCBSSD LG SF – Custom 04/07/2021

Version: 10/20

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the first day of July, 2021 (“**Effective Date**”), by and between Wellmark of South Dakota, Inc., doing business as Wellmark Blue Cross and Blue Shield of South Dakota, an insurance company authorized to administer self-funded group health plans in Iowa, (herein “**Wellmark**”), and City of Cedar Falls, an Iowa public entity with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. The group health plan is sponsored, funded and designed by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.
3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 “**Accountable Care Organization**” or “**ACO**” means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.
- 1.2 “**Administrative Fee**” means the amount per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark’s cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit “A”**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.
- 1.3 “**Administrative Services**” means those services to be performed by Wellmark for Account or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar applicable law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.

- 1.4 **“Affordable Care Act” or “ACA”** means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, **“ACA”**), including implementing regulations.
- 1.5 **“Agreement”** means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.
- 1.6 **“Amounts Not Covered”** means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider's services contract with Wellmark.
- 1.7 **“Benefits Document”** means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.
- 1.8 **“Care Coordinator Fee”** means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. **“Care Coordination”** is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's health care needs across the continuum of care.
- 1.9 **“Claims Paid”** means the dollar amount of Wellmark's payment on behalf of the Account for Incurred Claims.
- 1.10 **“COBRA”** means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.11 **“Confidential Information”** means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the **“Disclosing Party”**) to the other party, its affiliates, directors, officers, employees and agents (the **“Receiving Party”**). Confidential Information shall include, but not be limited to, Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

- 1.12 **“Covered Charges”** means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.
- 1.13 **“Covered Services”** means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.14 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.15 **“Global Payment/Total Cost of Care”** means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 1.16 **“Grandfathered Health Plan”** or **“Non-Grandfathered Health Plan”** mean the same as such terms are used in the ACA.
- 1.17 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.18 **“Host Blue”** means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.
- 1.19 **“Incurred Claims”** means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period. Notwithstanding the foregoing, Incurred Claims shall not include any claims for payment of health care services for which Account has separately negotiated coverage and/or payment arrangements directly with providers, unless Wellmark has agreed to and is a party to such coverage/payment arrangement.
- 1.20 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.21 **“Maximum Allowable Fee”** means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark's contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.22 **“Medical Management Services”** means educational and informational health and care management programs, or wellness services Wellmark may provide to Members designed to encourage Members' good health and help them make better health care decisions.

Medical Management Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, advanced care management, or other programs.

- 1.23 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.
- 1.24 **“Network Access Fee”** means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit “A”, and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.
- 1.25 **“Network Savings”** means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account’s bill.
- 1.26 **“Patient-Centered Medical Home”** or **“PCMH”** means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- 1.27 **“Plan”** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.28 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.29 **“Plan Year”** means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit “A”.
- 1.30 **“Protected Health Information”** or **“PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.31 **“Provider Incentive”** means an additional amount of compensation paid to a health care provider, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
- 1.32 **“Rating Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A”.

- 1.33 **“Shared Savings”** means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
- 1.34 **“Value-Based Program”** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.
- 1.35 **“Wellmark Confidential Information”** means any information with respect to Wellmark’s systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group health plan design, eligibility, and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:
- a. Maintaining the Plan, determining Plan design, and funding payment of Claims Paid;
 - b. Determining eligibility criteria for Members subject to certain Wellmark enrollment guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;
 - c. Designating the Plan Year for the Plan;
 - d. Complying with all applicable laws, reporting and disclosure requirements related to this Agreement and applicable to Account as sponsor of a group health plan, including compliance with any applicable non-discrimination laws in connection with the plan, including but not limited to the following: (i) furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage (“**SBC**”), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also make available to Members on request the uniform glossary of insurance-related terms; (ii) complying with any applicable non-discrimination laws in the design and administration of the Plan; and (iii) furnishing all notices and fulfilling all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly

delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;

- e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information Account provides to Wellmark. Account is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Document(s) provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, Account will make the Benefits Document(s) available to Plan Members;
- f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.6 of this Agreement;
- g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;
- h. If the coverage of any Plan Member or Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;
- k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and

- I. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.

- 2.2 **Enrollment Information; Social Security Number Reporting; Information Requirements.** Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

Account shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

- 2.3 **Account Representation regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. No requested eligibility, enrollment or coverage change shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account.
- 2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid.** Account shall notify Wellmark of any person's termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from

Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not or cannot be recouped, Account shall be responsible for the Claims Paid prior to the date Wellmark is notified of the coverage termination.

- 2.5 **Medicare Secondary Payer (“MSP”).** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services (“CMS”) regarding such dual health coverage for Members and Account’s enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding Account’s size and status and Employer Identification Number (“EIN”)(s), or concerning the Medicare enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by Account to properly coordinate medical and pharmacy benefits administered by Wellmark or a Wellmark-contracted vendor on behalf of Account with Medicare as required by law. In the event Account does not timely provide such information to Wellmark, Account shall be solely responsible for its non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members. Wellmark will not coordinate with Medicare with respect to benefits that are administered by a third-party vendor other than Wellmark or a Wellmark-contracted vendor, and Account is solely responsible for coordinating benefits administered by such outside services vendor(s) with Medicare as required by law.

- 2.6 **Stop Loss Insurance Coverage.** Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage, which shall be reflected in a separate policy. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account shall advise Wellmark of the terms of such coverage and Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account is also solely responsible for ensuring that such stop loss coverage is consistent with Account’s benefits documents and Wellmark’s administration thereof. Upon request Wellmark will provide Account with standard stop loss reports necessary for Account to file stop loss insurance claims with its stop loss carrier.
- 2.7 **Outside Services Vendor(s) to the Plan.** If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any

other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark's claims procedures. If Account or the Plan requires coordination or health plan accumulations between its third party vendor's administration and the health plan administration provided by Wellmark, Account shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

ARTICLE 3 WELLMARK'S RESPONSIBILITIES

- 3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:
- a. Wellmark shall provide Account with a written draft of Benefits Document(s) with the plan design and Member eligibility criteria information determined by Account and communicated to Wellmark, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan;
 - b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;
 - c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;
 - d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with applicable laws, including, but not limited to, compliance with retention of records, and compliance with applicable provisions on non-discrimination in health plan administration;
 - e. Wellmark shall make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
 - f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account; reporting of benefits to providers or Members, coordination of benefits, and may include monitoring, detection, and investigation of potentially wasteful, abusive or fraudulent Incurred Claims. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18)

months after the Incurred Claim was first processed. If a Claim Paid adjustment results in a recovery of a prior payment, Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;

- g. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and applicable law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations (“IROs”), pursuant to the requirements of the Plan and applicable law. All fees and costs for external review billed by IROs will be billed to Account in the amounts billed by the IRO; and
 - h. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by Account, and by law.
- 3.2 **Medical Management Services.** Wellmark may, at its sole discretion, offer or arrange for various proprietary Medical Management Services to be available to Members or purchased by Account for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by Account for a fee as shown on Exhibit “A” attached to this Agreement. Medical Management Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. Account does not have any right, title or interest in or to the Medical Management Services or the intellectual property underlying such Medical Management Services. Wellmark reserves the right to change, replace, or discontinue Medical Management Services from time to time without notice or amendment of this Agreement.
- 3.3 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members.
- 3.4 **IRS Form 1095-C Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account's Form 1095-C reporting to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs

that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing. Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.

- 3.5 **Third Party Liability Recovery Services.** Wellmark shall provide Account with subrogation and third-party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement for any such matter initiated prior to termination. Wellmark has no obligation to initiate subrogation or third-party liability recovery services after this Agreement is terminated. Following the twelve (12) month run-out period, Wellmark will forward any open recovery file information to Account.

The nature and extent of efforts to pursue subrogation and third-party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including the fees and costs of any third party utilized by Wellmark to perform third-party liability recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. The fees for Wellmark's primary vendor providing third-party liability recovery services are described on Exhibit "A" to this Agreement. Account acknowledges that its stop loss carrier has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and Account in full. Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

In the event retention of counsel is necessary to pursue recovery, Account shall be responsible for all attorney's fees. Wellmark has sole discretion with regard to the choice of counsel to pursue third-party liability recovery. Wellmark may choose to allow a Member's counsel to represent the Account's recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third-party liability recovery efforts or litigation to recover Claims Paid.

- 3.6 **Discretionary Authority.** Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by Account, this Agreement, the applicable Benefits Document, and applicable law, unless otherwise directed in writing by the Account. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

ARTICLE 4 BILLING AND PAYMENT

- 4.1 **Billing; Account's Payment to Wellmark.** Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill Account for Claims Paid, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit "A", attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

- 4.2 **Late Payments; Interest Charge.** All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following:

impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5

CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

- 5.1 Use and Disclosure of Confidential Information and Protected Health Information.**
 The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account desires access to a Member's mental health information, Account shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members' mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If Account utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, Account agrees to the following additional provisions: (a) Account represents it has the legally required business associate and data security agreements in place with such third-party vendors, and (b) Account agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which identifies the purpose for which the Wellmark Confidential Information is disclosed, limits the use and disclosure of that data to the specific purpose stated in the data use agreement, and requires third party to return or remove the Wellmark Confidential Information from third-party's systems or database when Account's relationship with Wellmark terminates or when Account's relationship with third-party vendor terminates.
- 5.2 Non-Disclosure of Confidential Information.**
- a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by applicable law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Receiving Party without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with applicable law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential

Information and prevent further unauthorized actions or other breach of this Agreement.

- b. If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, for a purpose other than contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.
- c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or applicable law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.
- d. Wellmark Confidential Information that is released by Wellmark to Account or to a third-party at Account's request may only be used strictly for the purpose of claims administration or Account Servicing, which is defined as Account-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. Account, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to Account and/or its third party, Account and third party are prohibited from de-aggregating the data to identify Wellmark, the Account and/or individual Members. Wellmark Confidential Information disclosed to Account and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by Account or third party with data from other sources. Wellmark may audit the Account or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. Account or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

5.3 Wellmark's Right to Use Confidential Information. Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.

- 5.4 **Right to Examine Records; Audit.** Wellmark or its authorized representative may at its own expense examine or audit the financial, enrollment, eligibility, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only, if applicable. Upon completion of the examination, Wellmark shall share its examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third-party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than once annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor and Account represents that it will have entered into a business associate agreement with its auditor prior to the date of requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, Account shall share its examination findings with Wellmark and conduct an exit conference with Wellmark. Audits conducted by auditors or consultants compensated on a contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit scope, methodology, and procedure under this Agreement will conform to generally accepted professional auditing standards, including statistically valid random sample (as applicable) or other acceptable audit technique as reasonably agreed to by Wellmark.

- 5.5 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark

with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).

- 5.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

**ARTICLE 6
PROVIDER PAYMENT ARRANGEMENTS; LAWSUIT RECOVERIES; VALUE-BASED
PROGRAMS; DISCLOSURE OF COMPENSATION**

- 6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
 - b. Fixed fee or other payment methodology that is based on pre-determined criteria; or
 - c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.
- 6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.
- 6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan ("**Non-Contracting**

Providers”), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full.

- 6.4 **Lawsuit Recoveries.** From time to time, Wellmark, Account, or Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of one or more group health plans or payers and that may include Wellmark, Account, or the Plan as a potential party or potential class member (a “**Lawsuit**”). Wellmark shall not participate in such a Lawsuit on behalf of Account or the Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark’s receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.
- 6.5 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account’s Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless whether Account elects to participate in the Value-Based Program, known as Total Care, Account’s Members may access Covered Services from providers that participate in a Host Blue’s Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If Account has elected to participate in the Value-Based Program, a separate **Value-Based Program Exhibit** is attached to this Agreement and incorporated by this reference.
- 6.6 **Disclosure of Compensation.** Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7 LIABILITY OF THE PARTIES

- 7.1 **Account’s Responsibility for Claims Paid.** Account is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at Account’s direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if Account fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.
- 7.2 **No Duty to Defend.** Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or the Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.

7.3 **Account's Liability.** Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:

- a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;
- b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;
- c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;
- d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any alleged improper use of Confidential Information by Account or such third party;
- e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;
- f. due to Account's failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
- g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
- h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;
- i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or

- j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.
- 7.4 **Selection of Counsel.** In the event litigation is instituted by a Member or third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.
- 7.5 **Wellmark's Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:
- a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and
 - b. arising from any allegation of a breach of confidentiality arising out of the release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.
- 7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE MEDICAL MANAGEMENT SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND

TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MEDICAL MANAGEMENT SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

- 7.7 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.
- 7.8 **No Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of nondiscrimination requirements of the ACA, Internal Revenue Code Section 105(h), or other applicable state or federal law. Wellmark also will not provide any testing for compliance with the ACA, Internal Revenue Code Section 105(h) nondiscrimination requirements, or other applicable state or federal law and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of any such provision.
- 7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

ARTICLE 8 TERM AND TERMINATION

- 8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the “**Term**”). Certain guarantees and programs as more fully described in the Exhibits to this Agreement may be modified or terminated on an earlier date as specified in the applicable Exhibit without termination of the entire Agreement.
- 8.2 **Renewal Terms.** Upon expiration of the Term, this Agreement shall continue in force from year to year upon Wellmark’s receipt of written documentation of Account’s renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any Rating Period or any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.
- 8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination. If Wellmark has not received Account’s documented intent to renew at least ten (10) business days prior to the end of the Term, the Agreement may not be renewed.

- 8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds within the ten (10) day notice period. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason. Wellmark, in its sole discretion, may permit Account to reinstate this Agreement upon payment of a reinstatement fee and all other outstanding amounts due.
- 8.5 **Effects of Termination for Nonpayment.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which Account has not paid Wellmark, regardless of when services were received.
- 8.6 **Claims Administration Following Termination.** If, following termination of this Agreement for reasons other than Account's nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to Account for the payment of Claims Paid for a period of twelve (12) months following termination. Any credits due to Account for recoveries, e.g., recoveries from third-party liability, rebates attributable to Member claims, or Claims Paid adjustments, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when Account makes retroactive changes to add a Plan Member to coverage during the Rating Period. Account shall pay all bills in accordance with the time and procedures set forth in Section 4.1 and in Exhibit "A". Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.
- 8.7 **Availability of Records.** Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.
- 8.8 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 9

BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 9.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of

independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.

9.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to applicable law and Association guidelines.

9.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements.**" These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement ("**participating providers**") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("**Host Blue**"). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("**nonparticipating providers**") with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account and Wellmark's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.
 - i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider's billed charges for Covered

Services or the negotiated price made available to Wellmark by the Host Blue.

- ii. **Account Liability Calculation Method Per Claim.** The calculation of Account's liability on claims for Covered Services processed through the BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.
- iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:
 - a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
 - b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
 - c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

- iv. **BlueCard® Program Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit "A"**. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance ("**AEA**") Fees, are included in Wellmark's general Administrative Fee as set forth in Exhibit "A". Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.

- b. **Special Cases: Value-Based Programs.** Account's Members may access Covered Services from providers that participate in Wellmark's or a Host Blue's Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.
 - i. **Value-Based Programs under Wellmark and/or the BlueCard® Program; Program Administration.** Under Value-Based Programs, Wellmark or a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other

allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.
- b) **Supplemental Factor:** The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- c) **Per Member Per Month (“PMPM”)** billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Wellmark will pass these Host Blue charges (and any Wellmark Value-Based Program charges) directly through to Account as a separately identified amount on Account’s bill.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark and/or Host Blues will take one of the following actions:

- a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

Wellmark and the Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:
 - a) PMPM billings; or
 - b) Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (“**CPT**”) published by the American Medical Association (“**AMA**”) or Healthcare Common Procedure Coding System (“**HCPCS**”) published by the Centers for Medicare and Medicaid Services (“**CMS**”).

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

- c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party

to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery of its claims.

d. **Nonparticipating Providers Outside Wellmark's Service Area.**

i. **Member Liability Calculation.**

a) **In General.** When Covered Services are provided outside of Wellmark's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.

ii. **Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account, if any, are set forth in Exhibit "A".

e. **Blue Cross Blue Shield Global® Core.**

i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: "**BlueCard® service area**"), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is not served by a Host Blue.

Inpatient Services. In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

- ii. **Blue Cross Blue Shield Global® Core Related Fees.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account under Blue Cross Blue Shield Global® Core, if any, are set forth in Exhibit “A”.

- f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

ARTICLE 10 MISCELLANEOUS

- 10.1 **Change of Agreement.** If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers’ coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit “A”, or to terminate this Agreement in accordance with Section 8.3.
- 10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit “A” shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and

implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account's self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.

- 10.3 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.
- 10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.
- Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.
- 10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.
- 10.6 **Effectiveness of Agreement.** This Agreement shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium, Network Access Fee, Administrative Fee, or other fees as billed by Wellmark required by this Agreement.
- 10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation,

the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.

- 10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.
- 10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.
- 10.11 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of South Dakota
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

- 10.12 **State of Issue; Applicable Law.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Dispute Resolution; Mandatory Arbitration.

- a. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a “**Dispute**”), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a “**Dispute Notice**”) to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 11.2.
- b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the “**Rules**”). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Agreement.**
- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Agreement concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.

- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.
- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to

submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.
- p. The provisions of this Section 11.1 shall survive any termination of this Agreement.

11.2 Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 11.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Agreement, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**
- b. Notwithstanding Sections 5.6, 7.9, and 8.8, no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.
- c. The provisions of this Section 11.2 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Cedar Falls

Wellmark of South Dakota, Inc., doing business as
Wellmark Blue Cross and Blue Shield of South
Dakota

By: _____

By: _____

Print Name: _____

David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Title: _____

Wellmark Blue Cross and Blue Shield of South Dakota
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613-2726

Benefit Plan(s) Administered By:

Wellmark Blue Cross and Blue Shield of South Dakota

Rating Period:

The Rating Period begins on 7/01/2021 and ends on 6/30/2022.

Plan Year:

The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:

Health:	\$42.14	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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Pharmacy Vendor Admin Fee:

\$2.00 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Network Access Fee:

\$8.01 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

External Review:

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Third Party Liability Vendor Fees:

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

Wellmark Blue Cross and Blue Shield of South Dakota
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

BlueCard Program-related Fees:

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance (“AEA”) Fee, are included in Wellmark’s general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account’s benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 6/1/2021



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: June 14, 2021

SUBJECT: **FY22 Wellmark Blue Cross and Blue Shield Health Plan
Stop Loss Policy**

Attached for your approval is Stop Loss Policy and rate exhibit for FY22 with Wellmark Blue Cross and Blue Shield related to the City's health plan. The rate exhibit shows a \$37.29 increase in the per plan member per month individual stop loss premium for FY22 which is projected to increase the fixed costs of the City's health insurance plan by approximately \$99,341 during FY22 based on current enrollment. This premium increase is due to a high number of large health claims incurred by plan members. There is no proposed increase from the prior year to the City's aggregate stop loss premium per plan member per month. City staff recommends approval. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

STOP LOSS POLICY

WELLMARK, INC.

issued to

City of Cedar Falls

Stop Loss Policy Effective Date: July 1, 2021
Stop Loss Period: July 1, 2021 to June 30, 2022

Form Number: IA Wellmark, Inc. LG SLP

Version: 08/20

STOP LOSS POLICY

THIS STOP LOSS POLICY (herein “**Policy**”) is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company (herein “**Wellmark**”), effective as of the **first** day of **July, 2021** (“**Effective Date**”), to City of Cedar Falls, an Iowa public entity, with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called “the **Plan**”) within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for making Member eligibility determinations and for Claims.
2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims Eligible for Reimbursement meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan or for any Member. Wellmark assumes no financial risk or obligations with respect to Claims except as expressly specified in this Policy.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 POLICY DEFINITIONS

- 1.1 “**Aggregate Deductible**” means the percentage of expected Claims Eligible for Reimbursement for all Members during the Stop Loss Period that is Account’s liability before any reimbursement is made under the aggregate stop loss coverage of this Policy. The Aggregate Deductible amount is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.2 “**Attachment Point**” means the amount of expected Claims Eligible for Reimbursement per Plan Member for each benefit classification. The Attachment Point is used to determine Account’s Aggregate Deductible and Minimum Aggregate Deductible and is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.3 “**Benefit Services Administrator**” means the company or companies specified on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which provides health benefit plan administration services to Account pursuant to a separately executed administrative services agreement in effect during the Stop Loss Period.
- 1.4 “**Benefits Document**” means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar.

- 1.5 **“Claims”** means the dollar amount of the Benefit Services Administrator’s payment on behalf of the Account for covered health care services provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include any: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid at the direction of the Plan for health care services that Benefits Services Administrator deems to be investigational or experimental, but for which Account has waived the general limitation or exclusion for investigational or experimental procedures, (d) amounts paid for health care services determined by the Benefits Services Administrator to be not medically necessary as defined under the terms of the Plan; (e) amounts paid for health care services for an individual not eligible for coverage under the terms of the Plan; or (f) amounts paid that are not for covered health care services under the terms of the Plan.
- 1.6 **“Claims Eligible for Reimbursement”** means Claims that have both an Incurred Date within the Run-in Period or Stop Loss Period and a Paid Date within the Stop Loss Period specified on Exhibit “A”.
- 1.7 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member’s admission to the facility is considered as the Incurred Date.
- 1.8 **“Individual Deductible”** means the fixed dollar amount of Claims Eligible for Reimbursement per Member as specified on Exhibit “A”, which is the Account’s liability before any reimbursement is made under the individual stop loss coverage of this Policy.
- 1.9 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits in accordance with the terms of the Plan, specifically including the Plan’s eligibility criteria, as determined and identified by Account. The Member must be eligible and enrolled in the Plan on the Incurred Date of the Claims.
- 1.10 **“Minimum Aggregate Deductible”** means an amount that is the Account’s minimum liability under the aggregate stop loss coverage of this Policy. The Minimum Aggregate Deductible is the product of the number of Plan Members in effect for each Attachment Point, multiplied by each Attachment Point shown on Exhibit "A", multiplied by 90%. The results of the calculations shall be added together each month during the Stop Loss Period resulting in the year-to-date (“YTD”) Minimum Aggregate Deductible. The Minimum Aggregate Deductible is calculated at the beginning of the Stop Loss Period, based on the enrollment under each Attachment Point and may be recalculated during the Stop Loss Period due to a benefit change.
- 1.11 **“Paid Date”** means the date on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization (IRO) making an external review determination under applicable law, the

date of the Benefit Services Administrator's internal adverse benefit determination is considered the Paid Date for purposes of this Policy.

- 1.12 **"Plan"** means the self-funded group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.13 **"Plan Member"** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.
- 1.14 **"Protected Health Information" or "PHI"** means the same as the term "protected health information" in 45 CFR §160.103.
- 1.15 **"Run-In Period"** means the period of time set forth on Exhibit "A" prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.
- 1.16 **"Stop Loss Claims"** mean dollar amounts for Claims Eligible for Reimbursement that exceed the applicable Individual Deductible under this Policy.
- 1.17 **"Stop Loss Period"** means the period of time set forth on Exhibit "A" or the most recent revision to Exhibit "A" issued to Account and attached to this Policy and incorporated by this reference.
- 1.18 **"Stop Loss Premium"** means the amount Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit "A".

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Payment of Stop Loss Premiums.** Wellmark shall bill Account monthly and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account's bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill.
- 2.2 **Late Payments.** All payments due from Account to Wellmark must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account, impose interest or late fees, or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an

interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. Late fees are calculated on the entire amount due regardless of any partial payments. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

- 2.3 **Providing Information; Account Representations.** Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. Account's failure to provide complete and timely information may cause Stop Loss Claims to be denied.
- 2.4 **Notice of Persons Eligible for Coverage.** Account or its Benefit Services Administrator shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate administrative services agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.
- 2.5 **Right of Reimbursement or Recovery.** In the event Account receives or is eligible to receive a payment or credit from a third-party or the Benefit Services Administrator for any portion of Claims, including, but not limited to, pharmaceutical manufacturer rebates, if applicable, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy.
- 2.6 **Third Party Liability Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any third-party liability recovery in the event Stop Loss Claims for a Member have been credited to Account. Account may delegate responsibility for subrogation and third-party liability recovery services to Benefit Services Administrator's subrogation and third-party liability recovery vendor ("**Subrogation Vendor**") on Account's behalf, which shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account or Subrogation Vendor initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark's right of recovery. Account shall

not waive any rights to pursue recovery from a third-party without Wellmark's written consent.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, or any Claim is reversed in full or in part due to payment or acceptance of responsibility by a third-party, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received or Claim reversed by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

ARTICLE 3 STOP LOSS COVERAGE

- 3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the amount by which the Claims Eligible for Reimbursement for a specific Member exceed the Individual Deductible amount for the specific Member shown on Exhibit "A", subject to any Policy limitations set forth on Exhibit "A". Reimbursement for Stop Loss Claims is generally provided as a statement credit on Account's next statement from the Benefit Services Administrator. All Stop Loss Claims reimbursements shall be subject to audit or review as provided in sections 2.3 and 4.3 of this Policy that Wellmark determines in its sole discretion may be required to verify a Member's eligibility and enrollment in the Plan, verify the proper payment of Claims, or verify Stop Loss Claims are reimbursed correctly.
- 3.2 **Aggregate Stop Loss Coverage.** Wellmark shall determine the aggregate stop loss coverage reimbursement as described in this Section.
- a. For each month of the Stop Loss Period, the monthly Claims Eligible for Reimbursement shall be calculated by accumulating all Claims for that month, less any reimbursement made under the individual stop loss coverage during the same Stop Loss Period, less any Claims excluded from the aggregate stop loss coverage. The monthly Claims Eligible for Reimbursement shall be added together for all months during the Stop Loss Period, resulting in the YTD Claims Eligible for Reimbursement;
 - b. For each month of the Stop Loss Period, the number of Plan Members in effect for each benefit classification shall be multiplied by the Attachment Point for each benefit classification shown on Exhibit "A". The results of the calculations shall then be added together, resulting in the monthly Aggregate Deductible. Each monthly Aggregate Deductible shall be added together for all months during the Stop Loss Period, resulting in the YTD Aggregate Deductible; and
 - c. If the YTD Claims Eligible for Reimbursement exceed the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, Wellmark shall reimburse Account for the excess amount within sixty (60) days after the end of the Stop Loss Period. If the YTD Claims Eligible for Reimbursement is less than

the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, no reimbursement by Wellmark will be made.

ARTICLE 4 CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
- 4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy (“**Confidential Information**”) shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.
- 4.3 **Right to Examine Records; Record Retention.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, eligibility standards, and Claims records of Account, its Benefit Services Administrator(s), or other third parties providing services to Account, reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile eligibility or enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement of Stop Loss Claims and, if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. Account shall provide any information reasonably requested by Wellmark. Account shall ensure that all records relating to the matters described in this Section 4.3 will be maintained for at least twenty-four (24) months following the end of the Stop Loss Period. The examination period may cover the most recent Stop Loss Period and the preceding twenty-four (24) months only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.
- 4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit “A”, unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account's administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.
- 5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit “A” specifying a new Stop Loss Period is issued and executed by Wellmark. Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an

updated Exhibit "A". If Wellmark decides not to renew the Policy, it shall provide Account written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.

- 5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. The notice shall include the reason for the termination. Wellmark may recoup or setoff from any Stop Loss Claims any premiums or other fees or amounts owed to Wellmark or to Benefit Services Administrator by Account.
- 5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Account for Claims Eligible for Reimbursement beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.
- 5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

ARTICLE 6 MISCELLANEOUS

- 6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy. Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.
- 6.2 **Change of Policy.** If Account makes changes in the Plan or Benefits Documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit "A", or terminate this Policy.
- 6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the

amount of payment of Claims. Not all health care providers participate in or agree to such payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit "A".

- 6.4 **State of Issue; Applicable Law.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa.
- 6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.
- 6.6 **Effectiveness of Policy.** This Policy shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Policy.
- 6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.
- 6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by electronic means and addressed to the last address furnished by the respective party.

Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Policy.

Notice to Wellmark may be addressed:

Wellmark, Inc.
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

ARTICLE 7 BLUE CROSS AND BLUE SHIELD DISCLOSURE

- 7.1 **Blue Cross and Blue Shield Disclosure Statement.** Account hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 **Dispute Resolution; Mandatory Arbitration.**
- a. In the event of any controversy or claim arising out of or relating to this Policy, or the breach hereof (each a "**Dispute**"), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a "**Dispute Notice**") to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 8.2.
 - b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the "**Rules**"). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions

of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Policy.**

- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Policy concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA’s National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.

- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.

- p. The provisions of this Section 8.1 shall survive any termination of this Policy.

8.2 Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 8.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Policy, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS POLICY, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**
- b. Notwithstanding Sections 4.4 and 5.5 no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.
- c. The provisions of this Section 8.2 shall survive any termination of this Policy.

Wellmark, Inc.

By:



David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Wellmark, Inc.
Stop Loss Policy

Item 12.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Account Full Name and Address

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Benefit Services Administrator(s)

Wellmark Blue Cross and Blue Shield of South Dakota
Pharmacy Benefits Manager: Express Scripts

Stop Loss Period:

The Stop Loss Period begins on 7/01/2021 and ends on 6/30/2022.

Claims Eligible for Reimbursement. Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark.

- Stop loss coverage is administered with a Run-in Period as a 48/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 36 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
 - The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

Monthly Stop Loss Premiums-Health (subject to any policy limitations listed below):

\$182.91 per Plan Member per month based on active Plan Members on last day of billing month.

Individual Stop Loss Coverage (subject to any policy limitations listed below):

Individual Deductible: \$85,000 per Member

Covered Benefits: Health Pharmacy

Aggregate Stop Loss Coverage (subject to any policy limitations listed below):

Aggregate Deductible: 125 % of expected Paid Claims.

Covered Benefits: Health Dental Pharmacy

Attachment Point: per Plan Member per month based on active Plan Members on last day of billing month.

	<u>Single</u>	<u>Family</u>
Plan A	\$861.41	\$2,153.53
Plan B	\$861.41	\$2,153.53

Policy Limitation(s):

Claims in excess of the Account's Individual Stop Loss deductible level will not be covered under the Aggregate Stop Loss coverage.

Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

**Wellmark, Inc.
Stop Loss Policy**

Item 12.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Exhibit "A" Issue Date:

6/1/2021



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM
ADMINISTRATION DIVISION

TO: Mayor Green and City Council Members
FROM: Toni Babcock, Human Resources Manager
DATE: June 16, 2021
SUBJECT: Job Classification Updates

As part of our standard procedures, it's important to review job classifications on a regular basis. We recently completed a review of most of our job classifications which you will find included in this packet. These updates included changes such as: updating the division, confirming the job duties are reflective of the position, and in some cases we updated the job classification to encompass duties from several divisions.

After your review and approval of the updated job classifications, we will begin using these for advertising and performance evaluation purposes. If you have any questions regarding the changes, please feel free to contact me or Jennifer Rodenbeck.



JOB CLASSIFICATION

Job Title	Accountant	Job Code	341
Department	Finance and Business Operations	Pay Band	<u>409</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	3/2018	Adopted	4/2/2018
Amended	12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a variety of technical and analytical work involved in the administration of the City's accounting operations, including but not limited to: auditing, budgeting, cash management, asset inventory, debt service, grant, benefit, and compensation administration, and human resource management programs. The Accountant is also responsible for providing highly responsible technical and administrative assistance to the Controller/City Treasurer or other Finance and Business Operations staff.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Controller/City Treasurer.

This position has no direct supervisory responsibilities; however, may provide lead direction to positions such as Financial Clerks and Payroll/HR Tech.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepare and maintain a variety of accounting and budgeting files.
- Prepare financial reports, fiscal statements, schedules, analyses, and audits.
- Input, update, and retrieve data. Oversee the maintenance of financial records and files.
- Assist in the preparation of the annual audit, including workpaper preparation and cash to accrual adjustments.



JOB CLASSIFICATION

- Assist in the preparation of the annual budget, including workpaper preparation and capital improvements program; monitor department spending in accordance with the budget.
- Assist the Controller/City Treasurer in the administration of various grants received by the City and ensure compliance with the reporting requirements and grant documentation.
- Assist Controller/City Treasurer and other Finance and Business Operations staff in the supervision of the payroll process and staff. Produce periodic payroll compilation reports, including monthly, quarterly, and annual printouts. Maintain files regarding employee withholdings, W-2 information and 1099 data; ensure conformance with all applicable laws, regulations, and procedures.
- Assist Controller/City Treasurer and other Finance and Business Operations staff in the review and coordination of benefits, plan documents, service contracts, and policies of the City to determine appropriateness and recommend changes. Work with outside benefit providers to develop most advantageous programs for the City.
- Conduct meetings with City staff and distribute information about benefits packages, including annual open enrollment meetings. Work with and assist City employees in accessing and researching benefits as needed, including preparing applications, processing forms, invoices and related materials; compile analytical reports regarding benefits claims and submit to Controller/City Treasurer.
- Serve as the City's group health plan Privacy and Security Officer. Oversee all ongoing activities related to the development, implementation, administration, and adherence to the plan's policies and procedures covering the privacy and security of, access to, amendment of, and other individual protected health information requirements in compliance with federal and state laws and the plan's privacy notices.
- Oversee and direct the delivery of privacy training, initial and periodic risk assessments, and conduct related ongoing monitoring activities in conjunction with the City's business associates and other compliance and operational assessment functions. Ensure that all privacy and security concerns, requirements, and responsibilities are addressed.
- Oversee and monitor the receipt of property tax and other revenue sources received by the City.
- Prepare, review, and adjust employee accrual computations. Assist in processing changes in employee job classifications, pay rates, benefits, deductions, and other changes necessary for payroll or personnel record processing.
- Reconciles subsidiary records and bank statements to the general ledger and research discrepancies; assists with period end and year end processing in General Ledger including preparing journal entries, clearing checks and performing other analysis.
- Supervise maintenance of City-wide inventory systems and capital asset systems.

OTHER DUTIES AND RESPONSIBILITIES

- Participate in the work of subordinate level staff as necessary.



JOB CLASSIFICATION

- Assist in the research and data collection necessary to prepare for collective bargaining discussions, mediation, fact finding or arbitration.
- Complete compensation surveys.
- Ensure employees understand their duties or delegated tasks.
- May monitor employee productivity and provide constructive feedback.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services and activities of a comprehensive financial management program.
- Principles and practices of grant administration.
- Principles and practices of governmental accounting and the regulations governing the reporting of municipal government financial activities.
- Principles and practices of accounting, financial planning, investment planning, internal auditing, and budgeting. Advanced principles and procedures of financial record reporting.
- Principles and practices of municipal budget preparation and administration.
- Principles of personnel classification, compensation, and performance management.
- Principles of administration of group benefit plans and knowledge of all applicable benefit laws.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Principles and procedures of procurement.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local taxation laws, codes and regulations.

ABILITY TO PERFORM



JOB CLASSIFICATION

- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.
- Effectively handle time sensitive deadlines.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of increasingly responsible experience in accounting, auditing, financial management, or a related field. Knowledge of governmental accounting preferred.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in accounting or finance.

LICENSES/CERTIFICATIONS REQUIRED

Ability to obtain certification as a municipal finance officer from the Iowa Municipal Finance Officers Association (IMFOA) or Government Finance Officers Association (GFOA).

Certified Public Accountant (CPA) certification preferred.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting for prolonged periods of time; occasional lifting or carrying of items up to 40 pounds; occasional standing, walking, or climbing; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Administrative Assistant	Job Code	154
Department	Various	Pay Band	<u>305</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/5/2011	Adopted	1/10/2011
Amended	6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a wide range of responsible municipal bookkeeping, records management, administrative, and clerical duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Duties include: word processing, data entry, file management, photocopying, document imaging, processing incoming and outgoing mail, distribute documents, answering of telephones and responding to requests for information.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the respective department supervisor or manager.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepare department invoices for Council approval, submit invoices for payment, maintain supply and fixed assets inventories.
- Requisition supplies and materials, including the collection of uniform sizing.
- Process invoices as assigned and enter invoice data.
- Prepare and maintain a variety of files and filing systems.



JOB CLASSIFICATION

- Prepare, maintain, and update various records for the department or assigned area. Verify and distribute information. Photocopy, mail, fax, and purge materials as necessary.
- Answer the telephone and obtain information from and provide information to the public, outside agencies, and other departments in a courteous manner. Receive complaints and questions and refer to appropriate department staff member for resolution; provide information on departmental and City policies and procedures as required. Monitor calls, visitors, and correspondence for department director, division manager, or supervisor.
- Collect and enter information for payroll and distribute checks to appropriate personnel. Process all requests and documentation of vacation, holiday, and sick leave within assigned area of responsibility.
- Assist ~~City Clerk~~ with maintenance of municipal records; distribute public records and information. Ensure that all filings and processing of information are in conformance with local, state, and federal ordinances, laws, and regulations.
- Process applications and payments for permits, fees, licenses, and other various certifications, registrations, and forms.
- Respond to inquiries regarding parking citations, payments, and account status.
- Prepare, type, and proofread documents, agendas, and reports. Enter data and information, track files and provide follow-up correspondence related to the area of assignment; take dictation and transcribe notes.
- Receive, sort, and distribute incoming and outgoing mail. Operate postage machine to prepare outgoing mail; operate computer equipment including loading paper into printers.
- Prepare and distribute agendas, packets, and minutes for meetings. Compile departmental financial and statistical reports, submit monthly financial transaction reports to the Board, distribute supplements to the City Code; may provide election forms and voter information upon request.
- Assist in conducting departmental statistical analyses.
- Research data needed to prepare and process collection notices. Correspond in effort to collect delinquent accounts. Monitor collection status and update records and necessary parties.
- Assist with recruiting and employment processing. Compile and update new hire materials, applicant processing, tracking, and correspondence. Process and mail Civil Service exams.
- Enter daily checks in the computerized cash register. Count, verify and prepare deposit records.
- Prepare and image various documents for the department and other departments as requested.
- Maintain and update subscription reports.



JOB CLASSIFICATION

- Assist in designing layouts of reports and charts for presentations; issue plans and specifications to prospective bidders.
- Assist ~~City Attorney~~ with preparation of time-sensitive legal documents, such as contracts, memos, resolutions, ordinances, amendments to policies, and tracking of legal expenses.
- Assist customers with various processes available on City websites, process website updates/postings, and send automated email notifications.
- Prepare documentation and process transactions related to the City's refuse, yard waste, transfer station, dumpsters, and cart systems.

OTHER DUTIES AND RESPONSIBILITIES

- Assist in the orientation and training of employees.
- Maintain a calendar of activities, meetings, inspections, City vehicle registrations, and events for assigned department manager. Maintain schedule of meeting room events.
- May act as a Notary Public.
- Attend staff meetings and assist City employees. Answer questions, provide information, or refer to appropriate agencies or personnel.
- Coordinate luncheons, travel, and registration for conferences or training.
- Perform other duties as assigned or specific to department.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Practices, procedures, methods and equipment used in posting invoices and collection of delinquent accounts.
- Basic mathematics.
- Basic principles and practices of record keeping and maintaining official municipal records.
- Basic techniques of document imaging, and retrieval of filmed/imaged documents.
- Pertinent federal, state, and local laws, codes and regulations.
- Understanding of related City ordinances and department policies.



JOB CLASSIFICATION

- Modern office procedures, methods, and equipment including computers and associated equipment.
- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Policies and procedures related to labor union contracts.
- United States Post Office delivery service information.
- As applicable, audio/video equipment operation and procedures used for operating dubbing equipment and sound mixing boards. Techniques used with creating computer graphics, databases and spreadsheets for the television media environment using specialized software programs (i.e. Photoshop, Access, Excel), as applicable.
- As applicable, basic regulations in the Criminal Code of Iowa and procedures of the criminal justice system and procedures related to municipal fire operations.
- As applicable, electronic media, television broadcasting, or related fields.

ABILITY TO PERFORM

- Establish and maintain cooperative-working relationships with those contacted in the course of work; maintain these relationships in difficult situations.
- Work independently in the absence of supervision.
- Perform routine mathematical calculations.
- Type or word process at a speed necessary for successful job performance.
- Maintain confidentiality of information.
- Handle a variety of projects simultaneously and complete projects according to deadlines.
- Understand/follow instructions and communicate clearly and concisely, both orally and in writing.
- Ability to be trained in electronic media, television broadcasting, or related field, as necessary.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

One year of experience of a combination of secretarial/administrative/clerical and bookkeeping with significant public contact, including experience with computer data entry, word processing, and spreadsheet applications.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent supplemented with specialized training in clerical/secretarial, financial, accounting, or bookkeeping procedures and practices.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

~~Office environment utilizing standard office equipment, such as computers, phones, photocopiers, scanners, plotters and audio/visual equipment; subject to high levels of public contact with frequent interruptions.~~

~~Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact with frequent interruptions.~~

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; occasional crouching, kneeling, and bending is required; occasional lifting or carrying of items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Administrative Assistant - Lead	Job Code	155
Department	Finance and Business Operations <u>Various</u>	Pay Band	<u>306</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018
Amended	<u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a wide range of responsible municipal bookkeeping, records management, administrative, clerical and specialized programming duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Assist in supervising and coordinating clerical and other program staff and activities.

Duties include: word processing, file management, processing incoming and outgoing mail, distribute documents, answering of telephones, document imaging, ~~cable television programming,~~ and responding to requests for information.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the respective department supervisor or managers.

Provides assistance in supervising and coordinating clerical and program staff and activities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepare department invoices, reports or licenses for Council approval; submit invoices for payment; maintain supply and fixed assets inventories.
- Requisition supplies and materials.
- Process invoices as assigned and enter invoice data.



JOB CLASSIFICATION

- Organize, coordinate, and maintain City's document imaging systems.
- Prepare, maintain, and update various records for the department or assigned area. Verify and distribute information. Photocopy, mail, fax, and purge materials as necessary.
- Answer the telephone and obtain information from and provide information to the public, outside agencies, and other departments in a courteous manner. Receive complaints and questions and refer to appropriate department staff member for resolution; provide information on departmental and City policies and procedures as required. Monitor calls, visitors, and correspondence for department director, division manager, or supervisor.
- Collect and enter information for payroll and distribute checks to appropriate personnel. Process all requests and documentation of vacation, holiday, and sick leave within assigned area of responsibility.
- Process applications and payments for permits, licenses, memberships, and other various certifications, registrations, and forms.
- Prepare, type, and proofread documents, agendas, and reports. Enter data and information, track files and provide follow-up correspondence related to the area of assignment; take dictation and transcribe notes.
- Receive, sort, and distribute incoming and outgoing mail. Operate postage machine to prepare outgoing mail; operate computer equipment including loading paper into printers.
- ~~Organize, coordinate and maintain the City's document imaging system. Train administrative clerical staff and coordinate digital imaging projects.~~
- ~~Coordinate special City projects and events. such as the annual Business & Industry Awards banquet.~~
- Assist with recruiting and employment processing. Compile and update new hire materials, applicant processing, tracking, and correspondence. ~~Process and mail Civil Service exams.~~
- Count, verify and prepare deposit records.
- Assist in designing layouts of reports and charts for presentations; issue plans and specifications to prospective bidders.
- Post information from various City meetings to the City website.
- Operate audio for studio shows; program television shows for Channel 15, MediaCom and Public Access; ~~provide general office support for Cable TV Supervisor and Video Production Supervisor.~~
- Set up registration process and assist patrons
- Assist other department staff as a back-up, including payroll and permits.



JOB CLASSIFICATION

OTHER DUTIES AND RESPONSIBILITIES

- Assist in the orientation and training of employees.
- Maintain a calendar of activities, meetings, inspections, City vehicle reservations and events for assigned department manager. Maintain schedule of meeting room events.
- May act as a Notary Public.
- Attend staff meetings.
- Answer questions, provide information, or refer to appropriate agencies or personnel.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Practices, procedures, methods and equipment used in posting invoices and collection of delinquent accounts.
- Basic mathematics.
- Basic principles and practices of record keeping and maintaining official municipal records.
- Basic techniques of document imaging and associated scanners and plotters, and retrieval of filmed/imaged documents.
- Pertinent federal, state, and local laws, codes and regulations.
- Understanding of related City ordinances and department policies.
- Modern office procedures, methods, and equipment including computers and associated equipment.
- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Policies and procedures related to labor union contracts.
- United States Post Office delivery service information.



JOB CLASSIFICATION

- Audio/video equipment operation and procedures used for operating dubbing equipment and sound mixing boards. Techniques used with creating computer graphics, databases and spreadsheets for the television media environment using specialized software programs (i.e. Photoshop, Access, Excel), as applicable.
- Electronic media, television broadcasting, or related fields.

ABILITY TO PERFORM

- Establish and maintain cooperative-working relationships with those contacted in the course of work; maintain these relationships in difficult situations.
- Work independently in the absence of supervision.
- Perform routine mathematical calculations.
- Type or word process at a speed necessary for successful job performance.
- Maintain confidentiality of information.
- Handle a variety of projects simultaneously and complete projects according to deadlines.
- Understand/follow instructions and communicate clearly and concisely, both orally and in writing.
- Ability to be trained in electronic media, television broadcasting, or related field, as necessary

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of experience of a combination of secretarial/administrative/clerical and bookkeeping, with significant public contact, including experience with computer data entry, word processing, and spreadsheet applications.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in business, finance, management, or a related field or an **Executive Assistant/administrative** diploma from a higher education institution.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT



JOB CLASSIFICATION

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, photocopiers, scanners, plotters and audio/visual equipment; subject to high levels of public contact with frequent interruptions.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; occasional crouching, kneeling, and bending is required; occasional lifting or carrying of items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Administrative Supervisor	Job Code	151
Department	Finance and Business Operations <u>Various</u>	Pay Band	<u>409</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	2/25/1999	Adopted	
Amended	3/8/1999, 2/21/2001, 8/25/2003, 6/23/2014, 4/18/2016, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a wide variety of responsible secretarial, administrative, and supervisory work in support of ~~the~~ Finance and Business Operations, Community Development, the Mayor, the City Administrator, and other city departments. Prepare and edit documents and correspondence to provide information and assistance to the public regarding department policies and procedures. Supervise, monitor, direct, and evaluate administrative, clerical, and or parking enforcement staff. Assist in the coordination of the register and records of the city; ; issue a variety of licenses and permits.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction from the City Clerk ~~or~~ department Director, or division Manager.
- Exercises direct supervision over positions such as: the Administrative Assistants, ~~and~~ Parking Enforcement, clerical and other program staff and activities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise, coordinate schedules, monitor, direct, and evaluate administrative, secretarial, clerical, programming ~~and~~ parking enforcement ~~personnel~~ staff. Work with employees to correct deficiencies, provide and coordinate training, complete and conduct performance evaluations.
- Assist with interviewing, hiring, recommending disciplinary action, and termination of administrative, secretarial, clerical, programming and parking enforcement staff.



JOB CLASSIFICATION

- Assist ~~City Clerk~~ with maintenance of ~~municipal~~ records; work with the public to distribute records and information needed. Ensure that all filings and processing of information are in conformance with all local, state, and federal ordinances, laws, and regulations.
- Prepare, type, proofread, and edit documents, including correspondence, agendas and reports.
- ~~Facilitate the integration and coordination of the administrative and parking enforcement staff activities and focus on reducing redundancies.~~
- Prepare and enter payroll records; maintain financial documentation, records, invoices and accounts.
- Assist in coordinating and monitoring division budgets, month end cash receipts, compile year-end financial reports, and maintain records on new accounts.
- Answer the telephone and provide assistance to the general public. Provide information on policies and procedures as required; resolve complaints in an efficient and timely manner.
- Coordinate, facilitate, and supervise new or ongoing projects.
- Perform a variety of general and complex clerical/secretarial work, including the maintenance of accurate and detailed files and records. Verify accuracy of information, research discrepancies, and record information.
- Operate a variety of office equipment including copiers, facsimile machines, and computers. Input and retrieve data; organize and maintain records.
- Compile departmental information and materials for City Council, Planning and Zoning boards and commissions, department, and committee meetings.
- Oversee, monitor, and requisition supplies and equipment for the department as required.
- Train department ~~members~~ staff in the use of relevant computer programs. Assist in troubleshooting issues with relevant software applications.
- Attend meetings and prepare agendas and minutes; prepare and post meeting notifications.

OTHER DUTIES AND RESPONSIBILITIES

- May ~~Ss~~erve as Notary Public for department and citizens.
- Monitor the interior and exterior conditions of assigned buildings; suggest improvements or changes when needed.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS



JOB CLASSIFICATION

REQUIRED KNOWLEDGE

- Operations, services, programs, and activities of assigned department(s).
- Policies and procedures of department as well as general City policies and procedures.
- Standard operations and activities of municipal government.
- Basic principles of departmental programs and activities.
- Advanced principles of business letter writing and report preparation.
- Basic mathematical principles.
- Basic principles and practices of filing and maintaining official municipal records.
- City ordinances related to areas of responsibility.
- Application processes ~~for business licenses, building permits, voter registration, animal licenses, alcohol licenses, tobacco permits, and others~~ for various licenses & permits related to subject areas.
- English usage, spelling, grammar and punctuation.
- Modern office procedures, methods, and computer equipment.
- Advanced personal computer and network applications used in complex word processing and report generation.

ABILITY TO PERFORM

- Work independently in the absence of supervision.
- Operate and train others in the use of advanced or complex personal computer or network applications (i.e. advanced word processing, spreadsheet development and application, database development and maintenance, etc.).
- Interpret and explain policies and procedures.
- Type or word process at a speed necessary for successful job performance.
- Prepare a variety of documents, reports, and correspondence.
- Basic bookkeeping and accounting functions.
- Routine mathematical calculations.
- Understand and carry out oral and written directions.



JOB CLASSIFICATION

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of responsible administrative, secretarial, bookkeeping, financial, or public administration experience which includes some lead supervision.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in business, finance, management, or a related field or an Executive Assistant administrative diploma from a higher education institute institution.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, photocopiers, scanners, plotters and audio/visual equipment; subject to high levels of public contact with frequent interruptions.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; occasional crouching, kneeling, and bending is required; occasional lifting or carrying of items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact with frequent interruptions.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting and standing for prolonged periods of time; general manual dexterity for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Arborist	Job Code	605
Department	Municipal Operations and Programs Public Works	Pay Band	308
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 7/1/1999, 8/25/2003, 6/28/2010, 6/23/2014, 4/18/2016, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Provide skilled work in arboriculture and tree care. Coordinate tree care and maintenance service within the park section. Provide responsible staff assistance to the Public Works & Parks Supervisor.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works & Parks Supervisor.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform a variety of tree maintenance activities including removal, pruning, trimming, etc. and application of herbicides, fungicides, and pesticides.
- Plan, participate, and oversee the planting of new trees; develop programs for care of trees.
- Identify equipment needs for each assigned project. Carry out prescribed work methods and procedures; maintain records of time, materials, and equipment usage.
- Operate and drive specialized equipment utilized in projects including loaders, dump trucks, aerial truck, tree spade, chippers, chain saws, and related equipment.
- Coordinate the work of assigned staff as appropriate.



JOB CLASSIFICATION

- Train and mentor staff on use of equipment and procedures for tree care and maintenance.
- Maintain inventory of city-maintained trees; prepare surveys showing number, types, and condition of trees at city facilities and lands.
- Conduct inspections of trees at all city facilities and lands. Identify dead, diseased or damaged trees and remove trees as appropriate. Determine care and maintenance requirements for damaged and diseased species; remove stumps.

OTHER DUTIES AND RESPONSIBILITIES

- Check vehicles, tools and equipment for maintenance and repair. Make minor repairs and report major repair needs to Public Works & Parks Supervisor and division mechanic.
- Assist in snow removal activities.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Arboriculture and tree care practices and techniques.
- Operation of all equipment and vehicles used in the City's arboriculture program.
- Principles of lead supervision and staff training.
- Various diseases indigenous to trees in the area.
- Safety rules and procedures for all applicable equipment and activities.
- Pertinent federal, state, and local laws, codes and regulations.

ABILITY TO PERFORM

- Analyze and resolve concerns and issues in an efficient and effective manner.
- Communicate clearly and concisely, both orally and in writing.
- Effectively handle working on a variety of projects simultaneously.
- Establish and maintain effective working relationships with those contacted in the course of work including city officials, community groups, and the general public.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of experience in arboricultural operations and activities.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent supplemented by training in tree care and maintenance services and activities.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, Class B Iowa Commercial Driver's license (CDL).

Possession of, or ability to obtain, an appropriate state pesticide license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Field environment; exposure to hazardous chemicals and materials, fumes, electrical hazards, dust, dirt and noise (>85dB); work in inclement and extreme weather conditions; work in close proximity to moving machinery, equipment, and traffic.

Work irregular work hours, including weekends, holidays, and extended hours in emergencies, disasters or other situations influenced by workload or staffing difficulties.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, stooping, climbing, or walking for prolonged periods of time; carrying or lifting items greater than 40 pounds; kneeling and bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; operating a motor vehicle.



JOB CLASSIFICATION

Job Title	Building Maintenance Supervisor	Job Code	645
Department	Municipal Operations and Programs <u>Public Works</u>	Pay Band	<u>411</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	10/25/1999, 11/14/2005, 6/11/2012, 6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Responsible for a variety of tasks related to the custodial services and facilities maintenance activities and operations. Coordinate the work of staff and contractors assigned to custodial services and facilities maintenance and provide administrative and technical assistance to upper level supervisory staff within the ~~Municipal Operations and Programs~~ Public Works Department.

SUPERVISION RECEIVED AND EXERCISED

- | Receives general supervision from the ~~Public Works & Parks~~ Operations & Maintenance Manager.
- | Exercises direct supervision over positions such as: ~~the~~ Maintenance Worker and Laborer.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise and participate in tasks related to the custodial services and facilities maintenance activities and operations for all city buildings, including cleaning and maintaining buildings and conducting repairs of electrical, plumbing, mechanical, alarm, and entry systems.
- Select and hire city custodial staff; conduct or coordinate meetings with and training of staff; assign and monitor work; work with staff to resolve problems; assist in disciplining employees; plan, schedule, and monitor related programs, projects and employees related to areas of responsibility. Complete the work of unavailable staff. Complete employee performance evaluations and discuss with staff.



JOB CLASSIFICATION

- Identify equipment needs for each assigned project; set up and organize work methods and procedures; ensure that proper materials are available to staff.
- Complete and maintain records of time, material, expenses, and equipment usage.
- Collect, maintain, and distribute inventory, cleaning supplies, and equipment; prepare bid specifications for various services and equipment and meet with vendors; purchase and pick up supplies and equipment as appropriate.
- Assist with preparation of budget for assigned areas of responsibility; make recommendations for staffing, resources, materials, and supplies.
- Maintain records and inventories of projects, work orders, and routine work schedules; develop reports of work activities, resource use, staff assignments, and other data and information for areas of assigned work.
- Plan and coordinate with other departments the completion of work, projects, and repairs at city facilities by staff or contractual agencies; work with contractors to address problems with work and schedules; recommend changes; monitor work in progress; ensure work is completed to city specifications.
- Monitor and adjust HVAC programming software as needed; perform HVAC troubleshooting to determine problem areas, coordinate with related contractors to correct malfunctions and ensure operational equipment.
- Review and maintain public buildings within established ADA guidelines for public accessibility
- Test and maintain emergency energy sources such as generators and related equipment and controls; test and repair emergency and exit lighting.
- Assist in the design, installation, and maintenance of energy saving lighting and related systems and controls.
- Solicit bids and proposals for repairs and improvements to city buildings and grounds and assist in selection of contractor services.

OTHER DUTIES AND RESPONSIBILITIES

- Coordinate the recycling program for city facilities; monitor and maintain recycling materials drop-off containers.
- Supervise and assist with snow removal activities at city facilities; operate snow and ice removal equipment; spread materials to remove or treat ice and snow on city sidewalks, stairs, parking lots, and other facilities; coordinate staff assigned to shovel walks and remove ice and snow at city buildings.
- Perform other duties as assigned.



JOB CLASSIFICATION

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations of a comprehensive facilities maintenance and custodial care program.
- Advanced principles and procedures for maintenance, repair, and technical knowledge for ongoing development of a comprehensive building maintenance program related to building electrical, plumbing, HVAC (heating, venting and air conditioning), alarm, entry, and mechanical systems.
- Principles and procedures of scheduling facilities maintenance and custodial services.
- Basic municipal purchasing procedures and practices.
- Carpentry, painting, and plaster repair.
- Principles and procedures of record keeping.
- Modern office procedures, methods and equipment including computers, software programs and associated equipment.
- Principles of supervision and training.
- Methods, materials, equipment, and supplies used in facilities maintenance operations and custodial services.
- Safe work practices, safety requirements and safety training. Specifically, but not limited to, knowledge of work related chemicals, SDS (Safety Data Sheets) and safety procedures.
- Applicable federal, state and local ordinances, statues and laws.
- Recycling practices, procedures, and operations for city buildings

ABILITY TO PERFORM

- Operate hand and power tools and equipment driven tools.
- Understand and follow oral and written directions.
- Work independently in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing with internal and external parties.
- Establish and maintain effective relationships with those contacted in the course of work



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four years of experience in building management, facilities maintenance, and/or custodial services work.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent, in addition to specialized technical training, typically vocational in nature, or job-related college-level course work.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office/field environment; exposure to cleaning chemicals and materials, electrical hazards, dusty and dirty environments, extreme temperatures and weather conditions; loud noises (>85dB); bodily fluids/communicable diseases; confined spaces; working alongside moving traffic on roads as well as in close proximity to moving machinery and/or equipment; work irregular work hours; travel to various work locations

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, crouching, crawling, kneeling, standing, or sitting for prolonged periods of time; heavy lifting and moving of furniture, equipment, and heavy objects greater than 40 pounds; climbing stairs/ladders; performing strenuous manual labor; pushing, pulling, and reaching above the shoulder motions; general manual dexterity; operating a motor vehicle as well as other heavy equipment, such as forklifts.



JOB CLASSIFICATION

Job Title	Cable TV & Telecommunications Supervisor	Job Code	750
Department	Finance and Business Operations	Pay Band	<u>412</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 2/21/2001, 8/25/2003, 6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Supervise and coordinate the City of Cedar Falls' cable television programs and services; work with the public in the development and production of a variety of cable television programs; perform a variety of technical tasks in the production of programs for the city; provide highly responsible administrative support to the Information Systems Manager; and supervise and coordinate all cable television fees for the City.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Information Systems Manager.

Exercises direct supervision over positions such as: the Video Production Supervisor, Video Production Specialist, Administrative Administrative Assistant, and Production Assistants.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Oversee and supervise programs and services related to cable television programming and production for the City of Cedar Falls; assist with research, program review, preparation, and analysis of administration for cable communications system, including telephonic, data, or video.
- Produce and direct local cable programming; assist members of the community in developing and producing cable television programs.



JOB CLASSIFICATION

- Supervise and oversee the work of employees and volunteers in the production of television programming; assign tasks and review work products; train employees and volunteers in use of equipment.
- Prepare a variety of reports and correspondence related to programs, productions, services, and operations; present materials to other agencies and groups; prepare and present information about cable television services and operations.
- Assist with unresolved complaints between local cable company and subscribers by redirecting to the local cable company.
- Plan, review and recommend new and revised equipment, resources, and programs; contact vendors to review equipment and materials; coordinate work of contractors.
- Assist in the review of Federal Communication Commission materials, rulings, and actions to assess impact on local programming and operations.
- Oversee telecast of City Council, Planning & Zoning Commission meetings, and meetings of other public bodies.
- Assume responsibility for all cable television services and activities including operations, systems analysis, and programming; recommend and implement policies and procedures as determined by the Information Systems Manager.
- Recommend, develop, and implement the department goals, objectives, policies, and priorities; make recommendations, within city policy, for appropriate service and staffing levels; forecast and allocate resources accordingly.
- Monitor and evaluate the efficiency and effectiveness of service delivery and operational methods and procedures; assess and monitor workload; identify opportunities for improvement.
- Represent cable television programs and services to other city personnel and outside agencies; assist city staff with various aspects of the cable TV and telecommunications operations; troubleshoot, determine systemic or operational problems; make recommendations for training programs, equipment purchases, and upgrades as appropriate.
- Maintain contacts with outside vendors, service, and maintenance agencies for cable TV and telecommunications equipment; manage outside contracts and monitor work of contractual agencies as necessary; maintain records of warranties, service, and maintenance to equipment; maintain inventory of cable TV and telecommunications equipment; make minor repairs of equipment and systems as appropriate.
- Coordinate cable television's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Participate in the development and administration of the cable TV budget; forecast funds needed for staffing, equipment, materials, and supplies and make recommendations for expenditures; monitor and approve purchases and expenditures.



JOB CLASSIFICATION

- Select, train, motivate and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies.
- Oversee the daily operations of cable TV computer system and networks and the operations of all systems and peripheral equipment; oversee and monitor the security of the network and systems.
- Constantly update knowledge of cable TV systems and telecommunications industries; make recommendations for purchases of equipment, hardware, software applications; install, repair, upgrade and supervise use of equipment.
- Develop administrative policies for the proper use of cable TV systems to ensure compliance with federal copyright law; enforce policies throughout organization.

OTHER DUTIES AND RESPONSIBILITIES

- Perform a variety of special projects as requested.
- Attend and participate in professional seminars and conferences to stay abreast of services, operations, and programs related to cable television industry.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Modern programs, services, and operations of cable television productions.
- Laws, rules, legislation, statutes, and ordinances related to cable television and telecommunications industry and programming.
- Modern office methods, techniques, and procedures.
- Television production, video, and audio equipment.
- Principles and procedures of record keeping.
- English usage, spelling, grammar, and punctuation.
- Principles of supervision, training, and performance evaluation.
- Basic budgeting and accounting procedures.



JOB CLASSIFICATION

ABILITY TO PERFORM

- Understand and follow oral and written instructions.
- Work independently in the absence of supervision.
- Communicate clearly and concisely.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four years of experience in television production activities, including two years of lead or supervisory experience

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in electronic media, television broadcasting, communications, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Majority of work performed in standard office setting; travel to various work locations involving equipment setup and tear down is required; some exposure to inclement weather and extreme temperatures (>90 degrees/<40 degrees), dust and dirt, and electrical hazards; production and programming work may be at various locations indoors and outdoors and may include working alongside moving traffic on roads; performing functions of this position may require working irregular work hours.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; bending and kneeling during work activities; pushing, pulling, and reaching above the shoulder motions; climbing stairs or ladders; carrying and lifting items greater than 40 pounds; general manual dexterity; the ability to distinguish color.



JOB CLASSIFICATION

Job Title	City Attorney	Job Code	370
Department	Finance and Business Operations	Pay Band	419
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 6/23/2014, 7/1/2017, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Provide legal advice to the elected officials and city staff in matters related to operations, services, and activities of the municipality; draft city ordinances, resolutions, and other legislative documentation; review policies and procedures for compliance with legal requirements; and provide complex professional legal assistance to the Mayor, City Council, and Finance and Business Operations Director of the City of Cedar Falls.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director of Finance and Business Operations.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Act as legal advisor and counsel for the City of Cedar Falls and all officers of the city, including all boards and commissions as applicable; conduct legal research and provide legal opinions; advise city officials and staff concerning legality of operations, policies, procedures, and activities.
- Draft ordinances, resolutions, and other documents for review and action by the Mayor and City Council; draft other legal documents for city staff.
- Review and approve contracts with vendors, bidders, sellers, and all other outside entities
- Prepare opinions about questions of law regarding the interest of the city;



JOB CLASSIFICATION

- Represent city in general litigation matters; prosecute or defend all suits and actions to be brought and pending in any court in the State of Iowa or United States; attend administrative hearings and other meetings to represent the city's position.
- Review legal periodicals and cases; attend classes and meetings to maintain proficiency; constantly update knowledge about state, federal, and local laws, statutes, and codes.
- Review actions and motions filed against city; prepare and present clear and concise staff reports and other necessary correspondence.
- Attend City Council meetings and provide legal advice and opinion during legislative, special, and executive sessions.
- Coordinate outside legal services when deemed appropriate.
- Oversee city's risk management and loss control programs and activities

OTHER DUTIES AND RESPONSIBILITIES

- Conduct special projects and research as assigned by the Finance and Business Operations Director or elected officials.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Modern and complex principles and practices of criminal, constitutional, municipal, personnel, labor relations, and contract law.
- Methods and techniques of legal research.
- Courtroom procedures.
- Principles of legal and business letter writing and report preparation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

ABILITY TO PERFORM

- Present statements of law and fact clearly and logically.
- Gain cooperation through discussion and persuasion.



JOB CLASSIFICATION

- Properly interpret and make decisions in accordance with laws, regulations, and policies.
- Communicate concisely and clearly both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Eight years of responsible experience in municipal or government law, including extensive legal research.

MINIMUM EDUCATION OR FORMAL TRAINING

Juris Doctorate from an accredited law school.

LICENSES/CERTIFICATIONS REQUIRED

Membership in good standing in the State Bar of Iowa.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; work closely with others.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, sitting, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	City Engineer	Job Code	409
Department	<u>Public Works</u>	Pay Band	<u>417</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 8/25/2003, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Manage and oversee the programs and activities of the Engineering Division within the Community DevelopmentPublic Works Department, including reviewing and approving plans, specifications, and bids; directing inspection activities; coordinating infrastructure construction and resolving highly sensitive issues with citizens and other departments; coordinate assigned activities with other departments, divisions and outside agencies; provide highly responsible and complex administrative support to the Director of Community DevelopmentPublic Works.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Community DevelopmentPublic Works.

Exercises direct supervision over positions such as: the Principal Engineers, Civil Engineer II, and Land Surveyor, Engineering Technician I, Engineering Technician II, Storm Water Specialist and Civil CAD Technician.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage all services and activities of the engineering division, including mapping, infrastructure construction projects, field survey, and contractual agreements.
- Maintain and monitor operations of the Cedar Falls river dam in coordination with the Public WorksOperations & Maintenance division.



JOB CLASSIFICATION

- Manage the development and implementation of the engineering division goals, objectives, policies, and priorities within each service area; establish, within city and department policy, appropriate service and staffing levels; allocate resources accordingly.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
- Select, train, motivate, and evaluate engineering division personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Compose, prepare, and review a variety of documents, including technical reports and letters, memoranda, specifications, proposals, design criteria, cost estimates, construction contracts, and other related correspondence.
- Plan, manage, coordinate, and review the work plan for the engineering division; meet with staff to identify and resolve problems; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods, and procedures; meet with the Director of ~~Community Development~~Public Works to forecast and plan division needs and objectives.
- Manage and participate in the development and administration of the engineering division budget relative to assigned operations and services; forecast additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments as necessary.
- Serve as liaison for the engineering division with other city divisions and departments and outside agencies; negotiate and resolve significant and controversial issues.
- Provide responsible staff assistance to the Director of ~~Community Development~~Public Works; prepare and present staff reports and other necessary correspondence.
- Review and make recommendations on plats and subdivision construction plans; make final recommendations for acceptance of subdivision plans; direct and participate in the formulation, preparation and implementation of long range engineering planning.
- Direct and participate in the preparation of complex engineering reports; conduct a variety of engineering related surveys and studies including traffic and flood control; maintain records and reports from past projects for future use.
- Review and approve plans, specifications, designs, and related documents, reports, and studies; direct, oversee, and coordinate the development and preparation of plans, specifications, and cost estimates for proposed public improvement projects.
- Direct and participate in the construction and inspection of field projects; establish project schedules; verify project status; ensure compliance with contract specifications and city, federal, and state codes.



JOB CLASSIFICATION

- Ensure engineering functions and activities adhere to federal, state and local guidelines, laws and codes.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Manage and supervise the city's storm water management program.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Coordinate and monitor vehicle maintenance for the ~~Community Development~~ Public Works Department.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles and practices of civil engineering, including design and construction.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Modern and complex principles and practices of program development and administration.
- Principles of urban planning and zoning.
- Principles of business letter writing and report preparation.
- English usage, spelling, grammar, and punctuation.
- Recent developments, current literature, and sources of information regarding civil engineering.
- Principles and techniques of construction cost analysis and estimates.
- Principles and practices of project management.
- Advanced principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations including Iowa Department of Transportation engineering specifications.



JOB CLASSIFICATION

ABILITY TO PERFORM

- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Operate various types of office equipment including computers and engineering software.
- Handle complex problems and enforce necessary regulations professionally with respect, firmness, and tact.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Self-motivation and ability to work independently.
- Establish and maintain cooperative-working relationships with those contacted in the course of work including city and other government officials, community groups and the general public.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Eight years of increasingly responsible professional civil engineering experience, including two years of administrative and supervisory responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of a valid Certificate of Registration as a Professional Engineer for the State of Iowa.



JOB CLASSIFICATION

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; Field environment with exposure to dust and inclement weather conditions; work on uneven surfaces; irregular work hours; work around heavy construction equipment; travel from site to site; work closely with others and independently.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending for prolonged periods of time; and frequent pushing, pulling, and reaching above the shoulder movements.



JOB CLASSIFICATION

Job Title	Civil Engineer I	Job Code	329
Department	Community Development <u>Public Works</u>	Pay Band	<u>410</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	4/23/2007, 6/23/2014, 7/20/2015, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform professional civil engineering work, including designing various projects, preparing cost estimates, drafting specifications, and collecting site data; preparing and participating in various surveys and construction projects; preparing computerized drawings and performing various engineering calculations and project quantities for payment; respond to inquiries regarding code compliance and complaints; provide staff support to the City Engineer and Principal Engineer.

DISTINGUISHING CHARACTERISTICS

Employees within this class perform a range of civil engineering duties as assigned, including designing projects, preparing specifications, and cost estimates. Employees at this level may receive instruction or assistance with new or unusual situations and are in training of the operating procedures and policies of the work unit.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer or Principal Engineer.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist technical staff in the review and design of construction of public infrastructure projects within the Engineering Division of the ~~Community Development~~ Public Works Department.



JOB CLASSIFICATION

- Evaluate and review plans, specifications, designs and related documents, technical reports and letters, proposals, and studies; participate in the development and preparation of plans, specifications, and cost estimates for proposed and public improvement.
- Review preliminary and final plans for proposed subdivisions; ensure plans comply with codes, regulations, and ordinances; recommend changes.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Review and rate the city's roads for the Pavement Management System; analyze and evaluate existing city streets for resurfacing and reconstruction; update city maps; conduct traffic counts and maintain the traffic map.
- Maintain and update computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Review and monitor compliance under the city's storm water management program.
- Issue permits to contractors, including driveways, encroachments, and sidewalks; ensure permit work is performed in the right-of-way.
- Interact with the public, contractor, and contractor's employees and subcontractors on a daily basis, providing the first level of response to the public during the construction of public infrastructure projects.
- Prepare preliminary plans and cost estimates; review commercial and residential site plans; respond to city staff and the general public concerning developments.
- Research, analyze, and prepare written reports; conduct a variety of engineering studies; collect, record, and summarize statistical data; develop effective and efficient project models.
- Assist with coordinating engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Prepare and participate in a variety of land, design, construction, and topographic survey projects, including the collection of survey information and staking construction projects.



JOB CLASSIFICATION

- Prepare detailed engineering drawings with AutoCAD computer software; perform a variety of engineering calculations including earthwork quantities, and project quantities for payment.
- Prepare or review easement and property acquisition documents.

OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer and Principal Engineer; conduct special projects and research.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles and practices of civil engineering, including public construction and structural design.
- Principles and techniques of construction cost analysis and estimates.
- Principles and procedures of construction and engineering inspections.
- Public infrastructure construction materials, methods, procedures, and applications.
- Urban planning and zoning principles and practices.
- Modern office procedures, methods and computer equipment including computer aided drafting software
- Advanced drafting methods and techniques.
- Civil engineering theory, principles, construction, and maintenance practices and their application to a wide variety of civil engineering programs and projects.
- Operations, services, and activities of a municipal engineering program.
- Various technical survey equipment.
- Basic principles and techniques of cost analysis.
- Principles of report preparation.
- English usage, spelling, grammar, and punctuation.



JOB CLASSIFICATION

- Pertinent federal, state and local laws, codes and regulations, including safety regulations.

ABILITY TO PERFORM

- Analyze problems, help identify alternative solutions, project consequences of proposed actions and make recommendations in support of goals.
- Handle problems and enforce necessary regulations professionally and with respect, firmness, and tact.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work including city staff and the general public

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

No formal experience required.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, the following certifications: Aggregate Sampler, Aggregate Technician, Level I HMA, Level I PCC, and Erosion Control through the State of Iowa and the Iowa Stormwater Education Partnership.



JOB CLASSIFICATION

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



JOB CLASSIFICATION

Job Title	Civil Engineer II	Job Code	330
Department	Community Development <u>Public Works</u>	Pay Band	<u>411</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	4/23/2007, 6/23/2014, 7/20/2015, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform complex professional civil engineering work, including designing various projects, preparing cost estimates, drafting specifications and collecting site data; preparing, interpreting and participating in various surveys, construction projects, and field adjustments; preparing computerized drawings and performing various complex engineering calculations and project quantities for payment; respond to inquiries regarding code compliance and complaints; provide complex staff support to the City Engineer and Principal Engineer.

DISTINGUISHING CHARACTERISTICS

Employees within this class perform a range of civil engineering duties as assigned, including designing projects, preparing specifications, and cost estimates. Employees at this level receive limited instruction or assistance unless new or unusual situations arise and are aware of the operating procedures and policies of the work unit.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer or Principal Engineer.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Oversee technical staff in the review and design of construction of public infrastructure projects within the Engineering Division of the ~~Community Development~~ Public Works Department.



JOB CLASSIFICATION

- Compose, evaluate, and review plans, specifications, designs and related documents, technical reports and letters, proposals, and studies; participate in the development and preparation of plans, specifications and cost estimates for proposed and public improvement.
- Review preliminary and final plans for proposed subdivisions; ensure plans comply with codes, regulations, and ordinances; recommend changes.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Review and rate the city's roads for the Pavement Management System; analyze and evaluate existing city streets for resurfacing and reconstruction; update city maps; conduct traffic counts and maintain the traffic map.
- Maintain and update computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Prepare preliminary plans and cost estimates; review commercial and residential site plans; respond to city staff and the general public concerning developments.
- Review and monitor compliance under the city's storm water management program.
- Issue permits to contractors, including driveways, encroachments, and sidewalks; ensure permit work is performed in the right-of-way.
- Interact with the public, contractor, and contractor's employees and subcontractors on a daily basis, providing the first level of response to the public during the construction of public infrastructure projects.
- Research, analyze, and prepare written reports; conduct a variety of engineering studies; collect, record, and summarize statistical data; develop effective and efficient project models.
- Coordinate engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Prepare and participate in a variety of land, design, construction and topographic survey projects including the collection and interpretation of survey information, staking construction projects and making field adjustments.



JOB CLASSIFICATION

- Prepare detailed engineering drawings with AutoCAD computer software; perform a variety of complex engineering calculations including earthwork quantities, and project quantities for payment.
- Prepare or review easement and property acquisition documents.

OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer and Principal Engineer; conduct special projects and research; make recommendations about sensitive or complex projects.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles and practices of civil engineering, including public construction and structural design.
- Principles and techniques of construction cost analysis and estimates.
- Principles and procedures of construction and engineering inspections.
- Public infrastructure construction materials, methods, procedures, and applications.
- Urban planning and zoning principles and practices.
- Modern office procedures, methods, and computer equipment including computer aided drafting software.
- Advanced drafting methods and techniques.
- Principles and techniques of computer aided design software.
- Civil engineering theory, principles, construction, and maintenance practices and their application to a wide variety of civil engineering programs and projects.
- Operations, services, and activities of a municipal engineering program.
- Various technical survey equipment.
- Basic principles and techniques of cost analysis.



JOB CLASSIFICATION

- Principles of report preparation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state and local laws, codes and regulations, including safety regulations.

ABILITY TO PERFORM

- Develop, review, and document specifications for assigned projects.
- Prepare clear and concise technical engineering reports.
- Design and construct engineering plans.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work including city staff and the general public.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of technical engineering experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of an Engineer in Training certificate issued by the State of Iowa.



JOB CLASSIFICATION

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



JOB CLASSIFICATION

Job Title	Cultural Programs Supervisor	Job Code	813
Department	Municipal Operations and Programs <u>Community Development</u>	Pay Band	<u>411</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	4/4/2013	Adopted	
Amended	4/22/2013, 6/23/2014, 6/5/2017, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Plan and coordinate the activities and operations of the cultural arts programs and services, including the Hearst Center for the Arts; coordinate assigned activities with other city departments and divisions, outside agencies and the general public; provide responsible staff assistance to the ~~Visitors & Tourism/Cultural~~Tourism & Cultural Programs Manager and the Cedar Falls Art & Culture Board.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction from the ~~Visitors & Tourism/Cultural~~Tourism & Cultural Programs Manager and policy and program direction from the Cedar Falls Art & Culture Board.
- Exercises direct supervision over positions such as: Hearst Coordinators and full-time and seasonal Hearst Assistants.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plan, prioritize, supervise, and coordinate the cultural arts programs with policy direction from the Cedar Falls Art & Culture Board and the ~~Tourism & Cultural Visitors & Tourism/Cultural~~ Programs Manager; participate in the development and implementation of goals, objectives, policies, and priorities for the cultural arts services and programs within the ~~Municipal Operations & Programs~~Community Development Department.
- Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures to the ~~Tourism & Cultural Visitors & Tourism/Cultural~~ Programs Manager.



JOB CLASSIFICATION

- Identify opportunities for improving service delivery methods and procedures; identify resource needs and allocate resources appropriately; recommend and implement improvements, policies, and procedures.
- Direct, coordinate, and review the work plan for the cultural arts programs; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems; make adjustments as necessary.
- Assist and administer the cultural division's budget as part of the ~~Municipal Operations & Programs~~ Community Development Department budget; forecast additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; make adjustments as appropriate.
- Coordinate programs and services with those of other divisions and outside agencies and organizations; serve as liaison for the Hearst Center with other city departments, divisions and outside agencies; negotiate and resolve issues; oversee the facility maintenance activities and operations for the center; oversee the security procedures and activities.
- Compose, compile, prepare, review and distribute a variety of correspondence, reports, and documents; maintain and update files and records as needed.
- Serve as staff liaison to the Cedar Falls Art & Culture Board in developing programs and policies for the Hearst Center for the Arts; develop and administer programs; work with a variety of outside groups, agencies and associations to promote and supervise programs and services; perform a variety of marketing activities related to cultural arts activities.
- Prepare grant applications; actively seek out alternate funds such as private donations, special program grants, matching funds, and others; work with the Cedar Falls Art & Culture Board to develop endowment, capital and special project funds.
- Provide staff assistance to the Cedar Falls Art & Culture Board and the ~~Tourism & Cultural Visitors & Tourism/Cultural~~ Tourism & Cultural Programs Manager; participate on a variety of committees; prepare and present staff reports and other correspondence as appropriate and necessary.
- Collect, preserve and display a permanent art collection for the City of Cedar Falls as approved by the board; work with artists to develop exhibits and programs; make recommendations to the Cedar Falls Art & Culture Board for purchase of art works.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of cultural arts.
- Perform other related duties as assigned.



JOB CLASSIFICATION

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of comprehensive community cultural arts programming.
- Modern principles and practices of cultural art services and program administration.
- Basic facility maintenance and custodial operations.
- Principles of municipal budget preparation and control.
- Principles of supervision, training, and performance evaluation.
- Principles of volunteer management.
- Modern principles and practices of supervising a museum.
- Collection development and preservation practices and principles.
- Principles and practices of marketing.
- Principles of fundraising and development, including membership development.
- Modern administrative procedures, methods, and practices.
- Pertinent federal, state, and local laws, codes and regulations.
- Modern office procedures, methods and computer equipment.
- Principles of record keeping and reporting.

ABILITY TO PERFORM

- Interpret and explain city policies and procedures.
- Prepare clear and concise reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Three years of increasingly responsible experience in the management/supervision of programs, service administration, or facility management, including two years of supervisory experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in recreation administration, art, art history, business administration, business management, or a related field

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; work closely with others; irregular working hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, sitting, or walking for prolonged periods of time; occasional squatting, crouching, kneeling, bending, pushing, pulling, and reaching above the shoulder motions while performing work activities; assembling art displays which may require carrying or lifting items up to 40 pounds.



JOB CLASSIFICATION

Job Title	Education Coordinator	Job Code	812
Department	Municipal Operations and Programs Community Development	Pay Band	<u>308</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	2/1999	Adopted	
Amended	5/24/1999, 8/25/2003, 3/10/2008, 6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Plan, develop, and coordinate materials, ~~collections and collection materials~~, services, programs, and events relative to art education; implement ~~social~~ programming goals and objectives; train and supervise volunteers and other personnel within the related and applicable programs; perform a variety of administrative and professional tasks in support of assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Cultural Programs Supervisor.

Exercises direct supervision over positions such as: the Education Assistant, Ceramic Lab Technician, and Instructors.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Establish and ~~maintain~~ partnerships; and collaborative ~~partnerships programs~~ with community and ~~other~~ outside organizations to promote arts learning and instill an appreciation for the arts.
- Develop, plan, and supervise various activities ~~and processes~~ including classes, workshops, ~~lectures, outreach activities events for the community, and newsletter publication.~~
- Communicate program schedule with staff and public; contribute information for quarterly publications

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JOB CLASSIFICATION

- ~~• Manage and present exhibits, collections, or other facility-sponsored programs. Supervise roster of seasonal instructors for camps, classes, and workshops; supervise and assign duties of Ceramics Lab Tech and Education Assistant.~~
- ~~• Orders, verifies receipt of, and maintains classroom equipment and supplies; places supply orders and maintains costs within approved budget~~
- ~~• Ensures attendance is tracked for each class, workshop, camp, tour, off-site education program, on-site education program, learning opportunities and special events.~~
- Collaborate on special programs, projects, and events with area ~~facilities~~partners.
- As applicable, respond to and resolve sensitive citizen inquiries and complaints.

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OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in specified area; incorporate new developments as appropriate into programs.
- Provide general support and assistance to ~~assigned supervisor~~Cultural Programs Supervisor; ~~including writing and managing grants.~~
- ~~Assist other areas of the facility and perform related duties and responsibilities as required or assigned.~~
- ~~Perform other duties as assigned.~~

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, programming, and activities of the facility and targeted audiences.
- ~~• Modern office procedures, methods, and computer equipment.~~
- Art instruction methodology

ABILITY TO PERFORM

- ~~• Operate and use specialized tools, video and camera equipment, and projectors.~~
- Communicate clearly and concisely, both orally and in writing.

EXPERIENCE AND TRAINING GUIDELINES



JOB CLASSIFICATION

MINIMUM EXPERIENCE

Two to four years of experience in art education, working in a cultural facility, or related work experience (experience level dependent upon education below).

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree in art education, art history, or related field, with two years of relevant work experience

OR

Associate's degree in art education, art history, or related field, with four years of relevant work experience.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events; working closely with others.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder; general manual dexterity for typing for prolonged periods of time; carrying and lifting items greater than 40 pounds.

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JOB CLASSIFICATION

Job Title	Engineering Technician I	Job Code	220
Department	Community Development <u>Public Works</u>	Pay Band	<u>307</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 6/11/2012, 6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform technical inspection and design for the Engineering Division within the ~~Community Development~~ Public Works Department; perform sidewalk and driveway inspections and surveying; perform permit reviews; issue various permits; perform a variety of technical tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

Employees within this class are distinguished from the Engineering Technician II by the performance of more routine tasks and duties, including project design, construction inspection under the direct supervision of upper level staff, and responsibility for the city's sidewalk program and related inspections.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Principal Engineer.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist senior technicians with the preparation of engineering projects, including project design and preparation of cost estimates.
- Assist senior technicians with inspection of construction activities to ensure compliance with plans and specifications. This duty also includes the maintenance of project records.



JOB CLASSIFICATION

- Coordinate the city's sidewalk replacement program; monitor construction contracts involving sidewalk replacement and driveway installation; inspect sidewalk and driveway construction activities and complaints; conduct final street inspections upon completion of construction.
- Ensure compliance with construction specifications, plans, and federal, state, and city codes, regulations, and ordinances.
- Issue permits to contractors, including driveways, encroachments, and sidewalks; ensure permit work is performed in the right-of-way.
- Prepare, maintain, and update a variety of files and records, including permits, daily logs, and construction progress; conduct street and excavation inspections including curb and street replacement and ground compaction; prepare records of street inspections.
- Prepare and participate in land, design, construction, and topographic survey projects including the collection and interpretation of survey information, staking construction projects, and determining sidewalk and driveway elevations.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Assist with the coordination of assigned engineering projects including drafting upcoming construction projects; draw and update city maps; record and catalog new developments and subdivisions.
- Update city maps; conduct traffic counts and maintain the traffic map.
- Prepare detailed engineering drawings with AutoCAD computer software
- Assist in the maintenance and updating of computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Assist in the review and monitoring of compliance under the City's storm water management program.

OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Engineering Division; conduct special projects and research.
- Assist in ordering the necessary engineering supplies and equipment.
- Perform other duties as assigned.



JOB CLASSIFICATION

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Basic drafting methods and techniques.
- Basic principles and techniques of computer aided design software.
- Modern office procedures, methods, and computer equipment.
- Operational capabilities and limitations of equipment, supplies, and materials used in engineering projects.
- Principles, practices, and techniques of civil engineering, construction, contract administration, and land surveying.
- Basic mathematical principles and practices.
- Various technical survey instruments and equipment.
- Basic surveying methods, practices, and techniques.
- Pertinent federal, state, and local laws, codes and regulations.

ABILITY TO PERFORM

- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Handle problems and enforce necessary regulations professionally with respect, firmness, and tact.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

No previous formal experience required. One year of technical engineering experience is preferred.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in civil engineering or a related field.



JOB CLASSIFICATION

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, the following certifications: Aggregate Sampler, Aggregate Technician, Level I HMA, Level I PCC, and Erosion Control through the State of Iowa and the Iowa Stormwater Education Partnership.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers. Field environment with exposure to inclement and potentially extreme weather; loud noises (>85dB); working in close proximity to moving equipment/machinery and alongside moving traffic; travel from site to site; irregular work hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; bending, crawling, kneeling and pushing, pulling, reaching above the shoulder movements during inspection activities; frequent carrying or lifting of items more than 40 pounds; climbing ladders/stairs; ability to distinguish color.



JOB CLASSIFICATION

Job Title	Engineering Technician II	Job Code	221
Department	Community Development Public Works	Pay Band	309
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 6/28/2010, 6/11/2012, 6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform highly technical inspection and design for the Engineering Division within the ~~Community Development~~ **Public Works** Department; perform land survey work and cost estimates; monitor and ensure site compliance; perform permit reviews; issue various permits; perform a variety of technical tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series with minimal supervision, including project designs and inspecting public works projects. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Principal Engineer.

This position may provide lead direction to interns.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist with the coordination of assigned engineering projects, including designing, preparing cost estimates and specifications for a variety of engineering projects; compose municipal specifications; suggest and perform changes to project design.



JOB CLASSIFICATION

- Monitor construction contracts; inspect and investigate construction activities and complaints; ensure compliance with construction specifications and plans and federal, state and city codes, regulations and ordinances.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Prepare, maintain, and update a variety of files and records including daily logs, work orders, bi-weekly pay estimates and construction progress; maintain a variety of records including street ordinance grades, addressing, city and utility owned properties, street index, street surface mileage summary, and sanitary sewer tabulation.
- Prepare and participate in a variety of land, design, construction, and topographic survey projects including the collection and interpretation of survey information, staking construction projects, and making field adjustments.
- Review a variety of engineering documents including construction plans and specifications, preliminary and final subdivision plats, and parking lot and storm water detention plans; compose and review legal descriptions.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Update city maps; conduct traffic counts and maintain the traffic map.
- Prepare detailed engineering drawings with AutoCAD computer software; perform a variety of complex engineering calculations including earthwork quantities, and project quantities for payment.
- Maintain and update computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Review and monitor compliance under the city's storm water management program.
- Issue permits to contractors including driveways, encroachments and sidewalks; ensure permit work is performed in the right-of-way.
- Interact with the public, contractor, and contractor's employees and subcontractors on a daily basis, providing first level response to the public during the construction of public works projects.

OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Engineering Division; conduct special projects and research.
- Monitor various river gauge stations throughout the Cedar Falls watershed.



JOB CLASSIFICATION

- May provide technical or functional supervision over part-time, summer employees.
- Maintain city mapping records; plot the city's cross sectional mapping system.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Construction and engineering principles, practices, and techniques.
- Principles and procedures of construction and engineering inspections.
- Principles and techniques of computer aided design software and drafting methods.
- Modern office procedures, methods, and computer equipment.
- Operational capabilities and limitations of equipment, supplies, and materials used in engineering projects.
- Civil engineering theory, principles, construction and maintenance practices and their application to a wide variety of civil engineering programs and projects, including municipal civil engineering programs.
- Principles and practices of contract administration and land surveying.
- Methods, materials, and techniques used in the construction of public works and utilities projects.
- Basic principles and techniques of construction cost analysis and estimates.
- Mathematical and statistical principles and practices.
- Various technical survey instruments and equipment.
- Basic surveying methods, practices and techniques.
- Pertinent federal, state, and local laws, codes and regulations.

ABILITY TO PERFORM

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Handle problems and enforce necessary regulations professionally with respect, firmness, and tact.



JOB CLASSIFICATION

- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of technical engineering experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in civil engineering technology or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, the following certifications: Aggregate Sampler, Aggregate Technician, Level I HMA, Level I PCC, and Erosion Control through the State of Iowa and the Iowa Stormwater Education Partnership.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers. Field environment with exposure to inclement and potentially extreme weather; loud noises (>85dB); working in close proximity to moving equipment/machinery and alongside moving traffic; travel from site to site; irregular work hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; bending, crawling, kneeling and pushing, pulling, reaching above the shoulder movements during inspection activities; frequent carrying or lifting of items more than 40 pounds; climbing ladders/stairs; ability to distinguish color.



JOB CLASSIFICATION

Job Title	Fitness Coordinator	Job Code	801
Department	Municipal Operations and Programs <u>Community Development</u>	Pay Band	<u>409</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/23/2006	Adopted	7/1/2006
Amended	10/13/2008, 2/25/2013, 6/23/2014, 11/6/2017, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Supervise the development and implementation of fitness program for the Recreation & Community Programs Division; supervise and coordinate the policies governing the Recreation Center's facilities and users; respond to requests for information; enforce the rules and regulations of the facility.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Recreation & Community Programs Manager.

Exercises direct supervision over fitness instructors, personal trainers, massage therapists and other staff associated with the fitness programs.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise the fitness program by developing, scheduling, and implementing new programs, researching trends in fitness, and providing outreach to the community regarding fitness programs.
- Hire, train, schedule, evaluate, and submit payroll for the fitness staff who will serve as the instructors, personal trainers, massage therapists and other staff associated with the fitness programs.
- Hold staff meetings/training at least six times per year with fitness/wellness staff. Report to Recreation & Community Programs Manager important issues from these meetings.



JOB CLASSIFICATION

- Monitor equipment and building conditions for weight room and exercise rooms.
- Develop and assist with the promotion of the fitness programs and services the city has to offer.
- Assist in the promotion and support of the wellness program for all City of Cedar Falls employees; assist in the coordination of positive health promotions, including blood pressure tests, flu shots, health screenings, and others.
- Prepare monthly report of statistics relating to all wellness services. Update the Recreation & Community Programs Manager's monthly report statistics for the above items as well as other bookkeeping and accounting functions.
- ~~Answer questions and resolve patrons' issues regarding the facility and programs; assist patrons with registration for memberships, swim passes, Beach House and shelter rental, equipment rental, adult, and youth programs. Check patron I.D.'s upon entering the facility and assist with check in and out of equipment.~~
- Review staff informational notebook periodically to keep abreast of current issues with regards to the Recreation Center; inform full-time staff of all problems concerning the Recreation Center's facilities and procedures; attend weekly staff meetings.

OTHER DUTIES AND RESPONSIBILITIES

- Assist with the purchase, repair, and upkeep of the exercise equipment and the facility.
- Update the Information Line as needed.
- Conduct all opening and closing procedures for the facility as needed.
- Assess and determine the appropriate actions for all serious disciplinary problems and fill out proper incident reports.
- Ensure that proper procedures are followed in the event of an accident.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Administration of fitness programs and personal training.
- Knowledge of the proper function and operation of fitness equipment.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.



JOB CLASSIFICATION

- Operations, services and activities of a recreation facility and related programs.
- Modern office procedures, methods and computer equipment.
- Principles of business letter writing and report preparation.

ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

One year of experience in the coordination of fitness programs, as an active instructor, and/or facility management including supervisory experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in exercise science, health promotion, health education, or related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, CPR, First Aid, and AED certification.

Possession of, or ability to obtain, national fitness or personal training certification.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; working closely with others; exposure to bodily fluids/communicable diseases; irregular work hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; occasional squatting, kneeling, crouching, pushing, pulling, and reaching above shoulder motions while performing work activities; must be able to operate assigned equipment; carrying or lifting items greater than 40 pounds.



JOB CLASSIFICATION

Job Title	Fleet Maintenance Supervisor	Job Code	634
Department	Municipal Operations and Programs <u>Public Works</u>	Pay Band	<u>411</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Supervise and coordinate the services and activities of the equipment and vehicle maintenance activities and operations with the Vehicle Maintenance Section of the ~~Municipal Operations and Programs~~ Public Works Department; coordinate assigned activities with other city departments, divisions, units, and outside agencies; provide highly responsible and complex administrative support to the ~~Public Works & Parks~~ Operations & Maintenance Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the ~~Public Works & Parks~~ Operations & Maintenance Manager.

Exercises direct supervision over positions such as: ~~Groundskeepers, Equipment Operators, Maintenance Workers, and Equipment Mechanics, and Laborers.~~

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise all services and activities of the city equipment and vehicle maintenance activities and operations; assign and oversee work of staff assigned to equipment and vehicle maintenance within the Vehicle Maintenance Section of the ~~Municipal Operations and Programs~~ Public Works Department.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for equipment and vehicle maintenance services, including the maintenance and repair of all light and heavy vehicles and all appropriate non-rolling equipment.



JOB CLASSIFICATION

- Recommend, within departmental policy, appropriate service and staffing levels; recommend and administer policies and procedures.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load; identify opportunities for improvement and review with the ~~Public Works & Parks~~Operations & Maintenance Manager; implement improvements.
- Train, motivate and evaluate equipment and vehicle maintenance personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures; participate in the hiring process for new employees.
- Plan, direct, coordinate, and review the work plan for the vehicle maintenance unit; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Participate in the development and administration of the vehicle maintenance budget; forecast funds needed for staffing, equipment, materials, and supplies; monitor expenditures.
- Serve as liaison for the vehicle maintenance unit with other city departments, divisions, units and outside agencies; help negotiate and resolve significant and controversial issues.
- Provide responsible staff assistance to the ~~Public Works & Parks~~Operations & Maintenance Manager; prepare and present staff reports and other necessary correspondence.
- Develop and monitor schedules for maintaining and repairing vehicles and equipment; work with various city staff members to schedule vehicles and ensure appropriate turn around for repairs and maintenance.
- Make recommendations for new equipment purchases; prepare specifications for new purchases as assigned; assist in the preparation of specifications for new vehicles and equipment for other departments, divisions, and units; order and purchase supplies and equipment as appropriate.
- Establish and monitor complete, accurate, and accountable controls for all fuel, parts, supplies and tools used.
- Maintain records and inventory of all repairs and maintenance completed on city vehicles and equipment; maintain records and inventory of all parts and supplies procured for vehicle and equipment maintenance operations.
- Participate in union contract negotiations; participate in the resolutions of employee grievances.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of fleet maintenance and repair.
- Respond to and resolve difficult and sensitive inquiries and complaints.



JOB CLASSIFICATION

- May participate in supervision of other units within ~~Public Works & Parks~~Operations & Maintenance Division as assigned.



JOB CLASSIFICATION

- Participate and supervise snow removal program for city as assigned; oversee crews assigned to snow removal operations; operate vehicles and equipment to remove snow and ice from city streets.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of a municipal vehicle and equipment maintenance and repair program.
- Materials, methods, practices and equipment used in the maintenance and repair of a wide variety of light and heavy vehicles and other equipment.
- Occupational hazards and standard safety precautions necessary in the work environment.
- Operating and repair characteristics of the entire range of city owned vehicles and equipment.
- Organizational and management practices as applied to the analysis and evaluation of vehicle and equipment maintenance services, policies and operational needs
- Modern and complex principles, practices, and procedures of automotive and equipment maintenance and repair.
- City and state purchasing procedures and policies.
- Advanced principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent Federal, State, and local laws, codes and regulations

ABILITY TO PERFORM

- Analyze problems; identify alternative solutions and implement recommendations in support of goals.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Six years of increasingly responsible experience in the maintenance and repair of all types of light and heavy automotive and other equipment including one year of lead supervisory responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent, supplemented with advanced training in automotive and equipment maintenance and repair.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid commercial driver's license with tank, air brake and tractor trailer endorsements from the State of Iowa.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office/vehicle repair shop environment; exposure to heavy equipment, dust, dirt, noise (>85dB), and grease; exposure to hazardous materials and waste, electrical hazards, flammable materials, gas fumes, and other potentially harmful vapors, outdoor and extreme weather conditions; irregular hours; confined spaces; working alongside moving traffic on roads.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, walking, kneeling, bending, and crouching for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions while performing work activities; carrying or lifting greater than 40 pounds; operating motorized equipment and vehicles.



JOB CLASSIFICATION

Job Title	Hearst Coordinator	Job Code	818
Department	Municipal Operations and Programs Community Development	Pay Band	<u>308</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	2/1999	Adopted	
Amended	5/24/1999, 8/25/2003, 3/10/2008, 6/23/2014, 10/19/2015, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Plan, develop, and coordinate ~~material~~ exhibitions, installations, collections and collection materials, services, programs, and events and implement ~~social~~ programming goals and objectives for the Hearst Center.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from Cultural Programs Supervisor.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plan and schedule the various exhibits for the Hearst Center; manage and present exhibits, collections, or other facility-sponsored programs.
- Develop, plan, and supervise various activities and processes including educational classes, workshops, lectures, events for the community, and publication related to those educational events.
- Coordinate, train, and supervise volunteers and personnel within the related curation or registration programs. ~~applicable programs.~~
- ~~Assist in hiring, assigning and directing work, controlling the quality of work, evaluating performance, and recommending disciplinary action for specified personnel.~~



JOB CLASSIFICATION

- ~~Acquire funding for Hearst Center programs and operations by~~ Assist with research of hing funding sources ~~and applying for appropriate funding~~ applicable to exhibitions and collections with direction from the Cultural Programs Supervisor.
- Collaborate on special programs, projects, and events with area facilities.
- Steward relationships with artwork donors
- Provide oversight of facility environmental conditions; maintain appropriate art storage and exhibition environments for owned and loaned artwork.
- Purchase supplies and materials needed for ~~assigned program~~ collections and exhibitions.
- Communicate program schedule with staff and public; contribute information for quarterly publications
- ~~Coordinate the promotion of programs via various publications, social media, website, and other media forms.~~
- Monitor, maintain, and assist with the upkeep of gallery conditions.
- Respond to and resolve sensitive citizen inquiries and complaints.
- Create and maintain appropriate collections management records.
- ~~Perform computer and data entry processing for social media and other website applications.~~
- Monitor and coordinate maintenance of offsite public art collection

OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in specified area; incorporate new developments as appropriate into programs.
- Provide support and assistance to the Cultural Program Supervisor, ~~including writing and managing grants and prioritizing budget items and facility usage; attend staff meetings as necessary.~~
- ~~Assist other areas of the facility and perform related duties and responsibilities as required or assigned.~~ Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE



JOB CLASSIFICATION

- Operations, services, programming, and activities of the facility and targeted audiences.
- General departmental policies and regulations.
- Principles of training and coordinating.
- ~~Current demographics and characteristics of targeted audiences and funding agencies.~~
- Modern office procedures, methods, and computer equipment.
- ~~Use of social media and web applications.~~
- Pertinent federal, state and local laws, codes and regulations.
- Project management techniques.
- ~~Fund raising, grant writing, leadership, supervisory, communication, marketing, public relations, and organizational practices and techniques.~~
- Audience development, including audience assessment and analysis.
- Knowledgeable in the proper care and handling of fine art objects
- Knowledgeable in museum database management, specifically PastPerfect
- Ability to use power tools and properly install artwork in a variety of settings
- Basic knowledge of conservation practices

ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Work closely with and lead a broad range of people from a variety of professions and social situations.
- Organize, prioritize, and meet the demands of numerous projects, activities and deadlines.
- Effectively analyze and make sound judgments and decisions.
- ~~Manage and coordinate multiple budget items.~~
- ~~Ability to train, motivate, supervise, and lead others.~~

EXPERIENCE AND TRAINING GUIDELINES



JOB CLASSIFICATION

MINIMUM EXPERIENCE

Two to ten years of experience working in a cultural facility or related field (experience level dependent upon education below).

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in art education, art history, or related field with two years of relevant work experience.

OR

Associate's degree from an accredited college or university in art education, art history, or related field with four years of relevant work experience.

OR

High school diploma or equivalent with 10 years of experience working in a cultural facility or related experience.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events. ~~working closely with others.~~ Occasional outdoor work as related to special events and community activities with potential exposure to extreme and outdoor weather conditions.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; may require squatting, crouching, kneeling, bending, pushing, pulling, and reaching ~~motions during work activities~~ above the shoulder; carrying or lifting items greater than 40 pounds.



JOB CLASSIFICATION

Job Title	Human Resources Manager	Job Code	440
Department	Finance and Business Operations	Pay Band	414
FLSA Status	Exempt	Union Status	Non-Union
Prepared	7/2020	Adopted	8/3/2020
Amended	06/21/2021		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Manage and oversee the activities and operations of the Human Resources Division, including: job classifications, compensation administration, performance management, benefit administration, labor relations, workers compensation, leaves, accommodations, and recruiting and training systems.

Coordinate assigned activities with other city departments and outside agencies; provide highly responsible and complex administrative support to the Director of Finance and Business Operations.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Finance and Business Operations.

Exercises direct supervision over the ~~Personnel Specialists~~ HR Specialist. May exercise supervision over clerical staff.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume management responsibility for Human Resources Division activities, including job classifications, compensation administration, performance management, benefit administration, labor relations, discipline, workers compensation, leaves, accommodations, and recruiting and training systems for the organization; recommend and administer policies and procedures.
- Participate in the development and implementation of the Human Resources Division goals, objectives, policies, and priorities for each assigned service area; recommend, within city policy,



JOB CLASSIFICATION

appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.

- Oversee the classification system for the city; respond to requests for re-classifications from management and supervisory staff; review classifications, make recommendations to the Finance & Business Operations Director; assist management and supervisory staff in development or update of class specifications and job descriptions.
- Oversee the compensation systems for the organization; conduct or coordinate market surveys as appropriate; review assignment of job classes to pay grades and make recommendations to department director; develop and implement salary administration guidelines as appropriate.
- Review benefits policies of the city to determine appropriateness; recommend changes; work with outside benefit providers to develop most advantageous programs for city; conduct various meetings with city staff to distribute information about benefits packages, including annual open enrollment meetings; work with and assist city employees in accessing benefits as needed, including preparing ~~applications, &~~ processing forms, invoices and related materials; compile analytical reports regarding benefits claims and submit to department director.
- Serve as the city's group health plan Privacy Officer; oversee all ongoing activities related to the development, implementation, administration and adherence to the plan's policies and procedures covering the privacy of, access to, amendment of, and other individual protected health information requirements in compliance with federal and state laws and the plan's privacy notices. Oversee and direct the delivery of privacy training, initial and periodic risk assessments and conduct related ongoing monitoring activities in conjunction with the city's business associates and other compliance and operational assessment functions to ensure that all privacy concerns, requirements and responsibilities are addressed.
- ~~Oversee the work with the Civil Service Commission, including the recruiting, interviewing, and conduction of tests. Serve as the staff liaison to various boards, commission, or committees as assigned, which may include being considered director of the commission~~
- Coordinate with the legal services division on labor negotiations with organized labor groups and grievance processes.
- Administer the city's recruitment and selection processes; ensure compliance of selection and hiring processes with all applicable laws and guidelines; make recommendations for hiring of candidates; maintain applicable records.
- Plan, direct, and coordinate, through subordinate level personnel, the Human Resources Division's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
- Select, train, motivate, and evaluate staff; work with employees to correct deficiencies; implement discipline and termination procedures.
- Direct and oversee the preparation of various reports related to human resources as assigned by the Director of Finance & Business Operations.



JOB CLASSIFICATION

- Ensure compliance with city, state, and federal policies, procedures and regulations pertaining to human resource management.
- Participate in the development and administration of the Finance and Business Operations Department budget relative to Human Resources Division activities; recommend funds needed for staff, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
- Explain, justify, and defend division programs, policies, and activities; help negotiate and resolve sensitive and controversial issues.
- Represent the Human Resources Division to other city departments, elected officials, and outside agencies; coordinate activities with those of other departments and outside agencies and organizations.
- Provide staff assistance to the Director of Finance and Business Operations and other city officials; ~~participate on a variety of boards, commissions, and committees as assigned~~; prepare and present staff reports and other necessary correspondence.
- Recommend and draft changes to the city's personnel policies and procedures.
- Serve as city's ~~Affirmative Action Officer~~ Equal Opportunity Employer Officer; ~~establish goals and timetables for compliance; review contracts to ensure compliance with all applicable laws, statutes, ordinances and regulations~~ ensures compliance with EEO regulations; oversees City's diversity, equity and inclusion employment efforts
- ~~Oversee city's risk management and loss control programs and activities~~; Coordinate training programs for the organization.
- Supervise personnel record keeping functions for the City and maintains the confidentiality of the records; oversees the release of any employment related information.

OTHER DUTIES AND RESPONSIBILITIES

- Attend City Council, board and commission meetings as required; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of human resource management.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Participate in the work of subordinate level staff as necessary; process various human resource paperwork and data; input information into the computer; access files; and maintain records.
- ~~Attend City Council meetings as necessary.~~
- Perform other duties as assigned.



JOB CLASSIFICATION

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive human resource management program.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Principles and practices of job classification, compensation, and performance management.
- Principles of administration of group benefit plans and knowledge of all applicable benefit laws, including those applicable to the position's Privacy Officer duties (i.e. privacy laws).
- Principles and procedures for recruitment, selection and hiring of employees.
- Basic principles and practices of municipal budget preparation and administration.
- Principles and programs of risk management and loss control.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Job evaluation principles and procedures.
- Principles of supervision, training, and performance evaluation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local taxation laws, codes, and regulations.
- Municipal record keeping policies and procedures.

ABILITY TO PERFORM

- Delegate authority and responsibility.
- Prepare and present clear and concise administrative reports pertaining to human resource activities and planning.



JOB CLASSIFICATION

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Six years of increasingly responsible experience in human resource management, business management or a related field, including two years of administrative or supervisory responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in human resources, management, business, or public administration or a related field.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; sensitive deadlines and irregular work hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Inspection Services Manager	Job Code	425
Department	Community Development	Pay Band	414
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	4/28/2008, 6/23/2014, 12/17/2018, <u>6/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Manage the activities and operations of the Inspection Services Division within the Community Development Department, including enforcing codes related to the construction, repair, and maintenance of buildings and structures; oversee and manage all city building construction projects; provide highly responsible and complex administrative support to the Director of Community Development.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Community Development.

Exercises direct supervision over positions such as: the Inspectors and Code Enforcement Officer. May exercise direct supervision over ~~Code Enforcement Officer and Storm Water Specialist.~~

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage the activities and operations of the Inspection Services division within the Community Development Department including enforcing all building, mechanical (HVAC-heating, ventilation and air-conditioning), plumbing, and electrical codes.
- Oversee field operations of the Inspection Services division; delegate assignments to inspectors; analyze inspector assignment areas for efficient inspection services.
- Manage the development and implementation of the Inspection Services Division goals, objectives, policies and priorities for each assigned service area.



JOB CLASSIFICATION

- Assist in the implementation of the City's Storm Water Management Program.
- Plan and coordinate the division's work plan and workload; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with staff to identify and resolve problems; direct and implement changes.
- Responsible for the selection and training of division personnel; motivate and evaluate division personnel; work with employees to correct deficiencies; implement discipline and termination procedures; approve vacation requests from division personnel.
- Interpret and enforce city codes; recommend and implement new and revised codes.
- Initiate proceedings for the condemnation and removal of sub-standard buildings; enforce codes related to the removal of condemned buildings; issue permits to move buildings and ensure compliance with related moving codes.
- Represent the Inspection Services Division to other city departments and outside agencies; coordinate division activities with those of other departments and outside agencies and organizations.
- Manage and participate in the preparation and administration of department's budget relative to building inspection activities and operations; make recommendations for resource need projections; oversee purchasing process for division materials and supplies; prepare specifications for materials and equipment.
- Oversee and manage all city building construction projects; ensure projects meet specifications and terms of contracts; work with contractors to solve problems and make change orders.
- Serve as the City's Building Official.

OTHER DUTIES AND RESPONSIBILITIES

- Provide legal testimony related to building trade code compliance.
- Provide staff support to the Board of Appeals of the Building Code.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of building inspections.
- Perform other duties as assigned.



JOB CLASSIFICATION

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Modern techniques and practices of all phases and methods of building construction.
- Building codes and ordinances enforced by the city, including the International Building, International Mechanical, National Electrical, and Uniform Plumbing codes.
- Principles and techniques of building, mechanical, plumbing and electrical inspection work.
- Principles of structural design and engineering.
- General accounting and budgeting principles.
- Basic practices of municipal law as it applies to building inspections.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Application process of building, mechanical, plumbing, electrical, and related permits.
- Principles of supervising and managing staff.
- Accepted safety standards and methods of building construction for commercial, industrial and residential buildings.
- Pertinent federal, state, and local laws, codes and regulations including building, mechanical, electrical and plumbing codes.

ABILITY TO PERFORM

- Interpret electrical, structural, mechanical, plumbing, and building construction plans and specifications.
- Handle complex problems and enforce necessary regulations professionally with respect, firmness, and tact.
- Make arithmetical computations rapidly and accurately.
- Exhibit strong problem-solving skills
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

8 to 10 years of increasingly responsible experience in construction and code enforcement with at least two years of supervisory experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university, supplemented by specialized training in building, construction technology, code enforcement, or related field in addition to 10 years of experience.

OR

Bachelor's degree from an accredited college or university in addition to 8 years of experience.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Possession of certification as a plans examiner or as an electrical, plumbing, mechanical, or building inspector preferred.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, electrical hazards, and close proximity to moving machinery and/or equipment.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time. While performing the duties of this position, the employee is also frequently required to squat, crouch, kneel, bend, crawl, and climb.



JOB CLASSIFICATION

Job Title	Land Surveyor	Job Code	260
Department	Community Development <u>Public Works</u>	Pay Band	<u>411</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	7/1/1999, 6/23/2014, 6/5/2017, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Supervise, assign, review, and participate in the city's land surveying activities and services of the Engineering Division within the ~~Community Development~~ Public Works Department; provide highly responsible staff assistance to the City Engineer.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer.

May exercise direct supervision over positions such as: Engineering Technicians and interns.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform construction surveying for infrastructure improvement projects; define elevations and definitions, control points, curve data, angles, boundaries, cross sections and areas to ensure projects are constructed according to the plans; adjust design alignments and grades as necessary; perform additional construction survey related needs.
- Prepare a variety of topographic survey sketches; assemble accurate plats and legal descriptions for the acquisition, maintenance, and disposal of city property and rights-of-way.
- Conduct field surveys to design street reconstruction plans; design centerline and gutter grades; locate field evidence for determining existing property and utility lines and rights-of-way.



JOB CLASSIFICATION

- Plan, prioritize, assign, and review the work of technical staff involved in the survey operation; train and supervise personnel assigned to survey work.
- Set-up and operate a full range of electronic survey and data collection equipment; maintain and adjust the survey instruments and equipment.
- Monitor the city survey programs, records, and information; oversee the collection and maintenance of all survey records, field notes, and related information.
- Respond to and assist the general public, engineers, and contractors with questions and complaints regarding surveying, drainage, and engineering activities.
- Calculate survey data such as earthwork volume computations and various complex mathematical computations.
- Maintain a high level of proficiency in the use of AutoCAD or other drafting software in order to assist the Engineering Division staff as needed in the design of public infrastructure projects; make recommendations for purchasing improved design software programs.

OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of new trends and innovations in the area of surveying.
- Assist in the development and advancement of GIS with data collection record keeping, committee support, or other activities.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of a surveying program.
- Surveying methods, practices, and techniques.
- Applicable principles, practices, methods, and techniques of engineering as related to survey work.
- Pertinent federal, state, and local laws, codes, and regulations including those dealing with development, construction, and surveying.
- Basic construction and engineering principles, practices, and techniques.
- Principles and techniques of computer aided design software.



JOB CLASSIFICATION

- Modern office procedures, methods, and computer equipment.
- Operational capabilities and limitations of equipment, supplies, and materials used in surveying projects.
- Record keeping techniques.
- Advanced principles of geometry and trigonometry.

ABILITY TO PERFORM

- Understand and interpret engineering plans, diagrams, construction plans, specifications and blueprints.
- Understand and interpret legal descriptions, record survey maps, deeds and other related documents.
- Interpret and explain city surveying policies and procedures.
- Respond tactfully to citizen inquiries and complaints.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four to ten years of surveying experience as required by Principles and Practice of Land Surveying Examination ([experience level dependent upon education below](#)).

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in engineering technology or a related field in addition to ten years of experience.

OR

Bachelor's degree from an accredited college or university with major course work in civil/construction engineering or a related field in addition to four years of experience.



JOB CLASSIFICATION

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Registered Land Surveyor Certificate issued in the State of Iowa required.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Field/office environment; exposure to hazards associated with working in and near traffic, near heavy construction equipment, dust and dirt, noise (>85dB), and inclement and extreme weather conditions; irregular working hours.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; bending, crawling or kneeling during survey activities; climbing ladders/stairs; carrying or lifting items greater than 40 pounds; ability to distinguish color.



JOB CLASSIFICATION

Job Title	Librarian	Job Code	702
Department	Library	Pay Band	409
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	6/23/2014, 12/17/2018, <u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform professional library services within an assigned area of the Cedar Falls Library, ~~including youth, technical, or public services~~; provide responsible technical assistance to assigned supervisory staff.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Library Director.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provide professional library services within an assigned area of the Cedar Falls Library, ~~including youth services, reference, technical services, or circulation~~; assist library patrons in accessing materials and participating in library programs.
- Participate in a variety of library programs developed for youth and adult patrons; assist with the development and implementation of programs and services; make recommendations to supervisory staff for new or revised programs.
- Provide courteous reference/information services for library patrons in person, on the phone, or via mail; assist patrons in use of library equipment and computers.



JOB CLASSIFICATION

- Review catalogues and other materials and make recommendations for library material purchases; prepare reports, documents, and correspondence related to assigned areas of responsibility.
- Train library assistants and shelvers in shelving techniques.
- Assist in maintaining library collections materials, including reviewing, evaluating, adding, weeding and withdrawing materials.
- Staff reference services desk; respond to citizen inquiries and requests.
- Prepare promotional and informational newsletter articles and materials; research patron trends and prepare related statistical reports; prepare target mailings about library services and programs; maintain the library's website.
- Operate a variety of equipment and computer applications related to library operations and services; evaluate new technology in library systems; meet with vendors to discuss systems and applications.
- Participate in implementation of enhanced digital information services and sources

If assigned to Technology Librarian:

- Operate a variety of equipment and computer applications related to library operations and services; evaluate new technology in library systems; meet with vendors to discuss systems and applications.
- Select, purchase, and maintain technology hardware and software; maintain inventory.
- Design and maintain the library's web presence, including graphic design and the coordination of the library's social media.
- Work with vendors to solve functionality issues with library hardware and software when necessary, including access to database and e-material subscriptions.
- Participate in implementation of enhanced digital information services and sources; coordinate staff training in use of library hardware, software, and digital products.
- Prepare promotional and informational newsletter articles and materials; research patron trends and prepare related statistical reports.
- Seek technical products and applications that may be added as service products for staff and library patrons; request quotes; prepare materials to be reviewed by the Director and Board.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of library services.



JOB CLASSIFICATION

- Supervise library facility periodically.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive library services program.
- Principles and practices of library science, program development, and implementation.
- Methods and techniques of cataloging and referencing library materials.
- Operational characteristics of library equipment and tools.
- Current trends in education and curriculum development.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Automated library systems.
- Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.

ABILITY TO PERFORM

- Analyze problems and identify alternative solutions.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

No previous formal experience required.

Technology Librarian must have completed basic information technology troubleshooting training as well as Network Management training.

MINIMUM EDUCATION OR FORMAL TRAINING

Master's of Library Science from an accredited college or university.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events. ~~irregular work hours~~; exposure to bodily fluids/communicable diseases.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; carrying or lifting items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time; squatting, crouching, pushing, pulling, reaching above the shoulder motions.



JOB CLASSIFICATION

Job Title	Library Assistant	Job Code	701
Department	Library	Pay Band	<u>305</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	7/1/1999, 6/23/2014, 2/15/2016, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Assist library patrons with programs and services; shelve library materials and assist with cataloging and reference projects; perform services at the public services desks and business office; provide clerical and technical assistance to the professional library staff.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from either the Senior Librarian or Library Director.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provide library services to patrons; assist at public services desks, in technical services, and in the business office.
- Plan and participate in a variety of library programs developed for youth and adult patrons, including story hour, programming for adults, and others.
- Shelve and sort books and materials; check out materials to patrons; mend books and materials; issue library cards; prepare books and materials for circulation; check in books and other materials; empty book drop; look for lost books; make suggestions for purchase to professional staff.
- Assist with preparation of promotional and informational displays, materials, and promotional literature, in both physical and electronic formats.



JOB CLASSIFICATION

- Provide clerical support for library supervisory and managerial staff; prepare correspondence; assist with filing, record keeping, and copying; answer telephones.
- Assist with closing facility; count money from transactions; put materials away and assist with general straightening up of library.
- Assist patrons in accessing materials; operate library equipment and computers and assist patrons in use of equipment; research and answer reference questions for patrons of all ages; schedule library meeting rooms and community center facility.
- Assist with interlibrary loans.
- Maintain library's online catalog by ordering, receiving, and invoicing new materials, updating catalog records, and performing general catalog maintenance and data entry. Process purchase orders and invoices as assigned; verify purchase orders with invoices; enter data into computer; process and distribute payments as requested;
- Prepare and maintain a variety of files and filing systems; prepare, maintain, and update various records for the department or assigned area; verify and distribute information as requested; photocopy, mail, email, or fax materials as necessary; purge files as appropriate.

OTHER DUTIES AND RESPONSIBILITIES

- Perform special projects and programs as assigned; assist with development of programs and services.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Basic operations, services, and activities of a comprehensive library services program.
- Methods and techniques of cataloging and referencing library materials.
- Operational characteristics of library equipment and tools.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Integrated library systems.



JOB CLASSIFICATION

- Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.

ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Provide courteous service to the public.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of [customer service or administrative](#) experience, [library setting preferred.](#) ~~working in a library setting.~~

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to bodily fluids/communicable diseases.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time; frequently carrying and lifting items up to 40 pounds and occasionally carrying or lifting items greater than 40 pounds; squatting, bending, kneeling and pushing, pulling, and reaching above the shoulder motions while performing work activities.



JOB CLASSIFICATION

Job Title	Library Education Coordinator	Job Code	812
Department	Library	Pay Band	<u>308</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018
Amended	<u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Plan, conduct, and facilitate education programs at the library. Oversee the operations of one or more specialized library services or areas that serve a wide range of customers in all facilities. Perform a range of specialized library tasks requiring a high level of customer service skills.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the ~~Public Services~~Senior Librarian.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage the monthly senior book club programs, including scheduling the book sets, checking book sets in and out, and sending book sets to club leaders or activity directors.
- Maintain calendar of book club meeting dates, time, and locations as well as records of books read by each group; update lists to keep current with new sets added and mail or deliver new lists to book group leaders.
- Correspond with book leaders to solicit feedback regarding book club memberships as well as other needs; research and procure resource and training materials as needed.
- Check in and reshelve book sets upon their return.



JOB CLASSIFICATION

- Maintain inventory of all book sets in the collection, including checked-out materials and dates, locations of the sets, and due dates.
- Prepare and send overdue notices and invoice for lost materials.
- Manage the library's Homebound Patron service program; respond to requests for service from the public; interview patrons by phone or conduct home visits to determine eligibility; create new patron cards; interview and survey patrons regarding interests and preferences of materials; check and out deliver materials.
- Oversee the Reminisce Programs in senior centers, including scheduling and selecting kids for monthly programs; keep records of program attendance and report to supervisor; check in and maintain inventory of kits upon return.
- As applicable, respond to and resolve sensitive citizen inquiries and complaints.
- Report lists of new and weeded book sets on the State Library of Iowa website.

OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in specified area; incorporate new developments as appropriate into programs.
- Provide general support and assistance to assigned supervisor.
- Assist other areas of the facility and perform related duties and responsibilities as required.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Basic operations, services, and activities of a comprehensive library services program.
- Methods and techniques of cataloging and referencing library materials.
- Social and emotional development of older adults.
- Operational characteristics of library equipment and tools.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.



JOB CLASSIFICATION

ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Provide courteous service to the public.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of experience working in a library setting.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an ALA accredited university in Library and Information Science.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events; exposure to outdoor and potentially extreme weather conditions.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time; frequently carrying and lifting items up to 40 pounds; squatting, bending, kneeling and pushing, pulling, and reaching above the shoulder motions while performing work activities.



JOB CLASSIFICATION

Job Title	Office Assistant	Job Code	161
Department	Municipal Operations and Programs Various	Pay Band	<u>304</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	06/18/2018	Adopted	12/17/2018
Amended	<u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a wide range of responsible administrative and clerical duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Duties include: word processing, data entry, file management, photocopying, document imaging, processing incoming and outgoing mail, distribute documents, answering of telephones, providing customer service, program setup and responding to requests for information.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the ~~Visitors & Tourism / Cultural Manager or Cultural Supervisor~~ Division Supervisor or Manager.

This position has no direct supervisory responsibilities; however, may assist with training and scheduling of seasonal employees.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Greet visitors, answer questions via phone and in person, and provide information to the public, outside agencies, and other departments and divisions; receive, refer, or resolve citizen and client complaints and questions; follow up to ensure proper resolution.
- Maintain information database; run reports and database searches
- Gather & compile accurate report information



JOB CLASSIFICATION

- ~~Assist with the payroll process for the division.~~
- Prepare cash deposits, cash receipts, vendor payments, and financials for the division.
- Monitor facility for appropriate use, compliance with policies and regulations, cleanliness, and customer support
- Data entry and program set up as directed
- Provide registration, licensing or other support to customers
- Support specific division operations as directed by supervisor which may include: M
 - Manage online calendaring process by adding, editing, and submitting events.
- ~~Create and update web content and design; maintain directory listings.~~
 - Order and stock ~~Visitor Center~~ brochures or ~~gift shop~~ merchandise, as applicable.
- ~~Assist with the payroll process for the division.~~
 - Assist in executing social media strategy in accordance with brand standards; create content, execute posts, and manage social media platforms.
 - Write, format, and provide edited photos for monthly blog posts; design, format, and email blog posts and e-newsletters to subscribers.
 - Create and coordinate content for quarterly programming brochures, and write/distribute press releases to designated media.
 - Coordinate and monitor advertising ~~outlets; conduct advertising post analyses for social, digital, and traditional media;~~ compile monthly results.
 - Photograph events, attractions, exhibitions, programs, and businesses in Cedar Falls for use on the City's website, newsletters, blogs, brochures, and social media.
 - Deliver brochures to area hotels, businesses and visitor kiosks; create and maintain reports on visitor program/center traffic, brochure distribution, advertising, web traffic, and social media.
 - Assist other staff with gallery exhibits and communication with artists/vendors.
 - Assist with the payroll process for the division.
- ~~Prepare cash deposits, cash receipts, vendor payments, and financials for the division.~~

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OTHER DUTIES AND RESPONSIBILITIES



JOB CLASSIFICATION

- Attend various staff meetings; assist others answering questions, providing information, or referring to appropriate agencies or personnel about matters related to a department or division.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Customer service skills
- ~~Social media platforms and trends.~~
- ~~Practices and techniques of social media marketing and branding.~~
- ~~Principles and practices of brand development and advertising.~~
- Communication and public relation skills; business English and spelling.
- City and departmental ordinances, policies, and procedures related to areas of responsibility.
- Modern office procedures, methods, and equipment including computers and associated equipment.
- If applicable, social media trends and practices and techniques of social media marketing, branding and advertising

ABILITY TO PERFORM

- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Use of independent judgment and personal initiative.
- Operate various types of office equipment including telephone, ~~typewriters,~~ computers, printers, facsimile machines, photocopiers, adding and charge card machines, and vehicle.
- Interpret and apply administrative, departmental and divisional policies and procedures.
- Work under pressure while handling a large volume of projects.

EXPERIENCE AND TRAINING GUIDELINES



JOB CLASSIFICATION

MINIMUM EXPERIENCE

| Two years office experience including high levels of public contact.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

| Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; ~~occasional~~ irregular work hours, including evenings, weekends, and special events.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder; general manual dexterity for typing for prolonged periods of time; carrying and lifting items greater than 40 pounds.



JOB CLASSIFICATION

Job Title	Public Works and Parks Operations & Maintenance Manager	Job Code	451
Department	Municipal Operations and Programs <u>Public Works</u>	Pay Band	<u>415</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 4/23/2007, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Plan, manage, coordinate, and oversee the ~~Public Works and Parks operations~~ Operations & Maintenance division of the ~~Municipal Operations & Programs~~ Public Works Department, including vehicle, equipment maintenance, street maintenance and construction, sanitation services, traffic signals and signs, activities related to the design and maintenance of public buildings, cemetery, parks and arboricultural operations; coordinate assigned activities with other city departments, divisions, and outside agencies; provide highly responsible administrative assistance to the ~~Municipal Operations & Programs~~ Director of Public Works.

SUPERVISION RECEIVED AND EXERCISED

- Receives administrative direction from the Director of ~~Municipal Operations & Programs~~ Public Works.
- Exercises direct supervision over positions such as: the Public Works & Parks Supervisors, Traffic Operations Supervisor, Building Maintenance Supervisor, Fleet Maintenance Supervisor, and Administrative Assistant.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume full management responsibility for all street, alley, sidewalk, and parking lot construction and maintenance, fleet and equipment maintenance, sanitation services and operations, traffic signals, signs and related traffic control devices and public buildings or facilities maintenance activities, and cemetery, parks and arboricultural operations; oversee all administrative and financial operations for the assigned area.



JOB CLASSIFICATION

- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement and review with the ~~Municipal Operations & Programs~~ Director of Public Works; implement improvements.
- Plan, prioritize, assign, supervise and review the work of staff responsible for providing all area of responsibility; select, train, motivate and evaluate assigned staff; provide or coordinate staff training; evaluate employee performance; work with employees to correct deficiencies; implement discipline and termination procedures.
- Manage and participate in the development and administration of the ~~Public Works and Parks~~ Operations and Maintenance budget; forecast additional funds needed for staffing, equipment, materials, and supplies; direct, monitor and approve expenditures; implement adjustments as necessary.
- Plan, coordinate, and review the work plan for ~~Public Works and Parks~~ Operations and Maintenance division; meet with staff to identify and resolve problems; monitor work flow; review and evaluate work products, methods and procedures.
- Serve as the liaison for ~~Public Works and Parks~~ Operations & Maintenance division with other city departments, divisions, and outside agencies; negotiate and resolve significant and controversial issues.
- Provide responsible staff assistance to the ~~Municipal Operations & Programs~~ Director of Public Works; prepare and present staff reports and other necessary correspondence.
- Ensure the adherence to safe work practices by ~~Public Works and Parks~~ Operations & Maintenance division personnel; ensure the adherence of their services and operations to all applicable local, state and federal standards, ordinances, statutes and guidelines.
- Assist ~~Municipal Operations & Programs~~ Director of Public Works with the acquisition, maintenance and operation of all equipment and vehicles assigned; prepare specifications for new purchases; maintain contact with vendors to solicit information and bids.
- Develop, implement and oversee the snow removal plan for the city; develop snow removal routes of crews; work with supervisory personnel to schedule crews and ensure sufficient staffing for program.
- Plan, organize and supervise the solid waste management, yard waste and recycling programs.
- Coordinate the organization, staffing and operational activities for the parks maintenance programs, including golf course maintenance, right-of-way and maintenance of supplemental public lands, cemetery maintenance, parks and grounds maintenance, landscaping, and arboricultural activities.
- Participate in a variety of activities requiring travel within city limits; inspect various parks areas, including golf courses, cemetery, parks, playgrounds, public lands and recreational areas; respond to and assign needed maintenance.



JOB CLASSIFICATION

- Design and oversee completion of landscaping projects.
- Oversee compliance of assigned staff with pesticide application regulations.
- Oversee the operations of the city cemeteries including the sale of plots, the preparation and conduct of burials, and the accurate record keeping of all associated operations and services.
- Oversee compliance with all applicable ordinances related to vegetation.
- Manage all artificial lakes and recreation and nature trails.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in all assigned areas related to public works and parks operations and maintenance.
- Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in areas of responsibility.
- Conduct special reports and research as required.
- Meet and confer with workers' representatives to resolve grievances and discuss work related issues.
- Meet with members of the public to discuss issues, concerns and complaints; resolve complaints and problems as appropriate.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive ~~public works and parks~~ operations and maintenance program.
- Modern and complex principles and practices of street, sidewalk, and parking lot construction and maintenance.
- Traffic signals, signs, and other traffic control devices, including the principals of electricity.
- Care and maintenance of public buildings and other city owned facilities.
- Equipment, materials, and supplies used in assigned areas of operations and maintenance activities and services.



JOB CLASSIFICATION

- Procedures and policies of a modern fleet and equipment maintenance program.
- Operational and mechanical features of equipment and vehicles used by assigned areas of responsibility.
- Procedures and practices of a comprehensive solid waste reduction operation, including yard waste and recycling programs.
- Operational characteristics, services and activities of assigned maintenance programs including parks maintenance, tree care and maintenance, landscaping, and cemetery maintenance.
- Turf and grass management and care.
- Design principles for landscaping projects.
- Operations associated with parks, public property, cemetery, and arboricultural management practices.
- Construction techniques involving streets and roads, drainage systems, and flood control.
- City infrastructure.
- Occupational hazards and standard safety practices.
- Principles of supervision, training, and performance evaluation.
- Principles and practices of municipal budget preparation and administration.
- Pertinent federal, state, and local laws, codes and regulations.

ABILITY TO PERFORM

- Oversee and coordinate multiple projects.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations.
- Use a computer and acquire knowledge of programs used in the ~~Municipal Operations & Programs~~ Public Works Department.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

At least 10 years of increasingly responsible experience in streets construction and maintenance, refuse operations, sewer operations, landscape management, parks, arboricultural, cemetery operations or a related field, including three years administrative and supervisory responsibility

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in construction management, facility management, construction engineering, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license

Possession of, or ability to obtain a Class A Commercial Driver's License (CDL).

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be exposed to loud noises (>85dB), dust, grease, smoke, fumes, gases, and outdoor and extreme weather conditions; electrical hazards; work around moving heavy construction equipment and alongside moving traffic on roads; travel from site to site.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching motions while performing work activities; carrying or lifting items greater than 40 pounds; operating motorized equipment and vehicles.



JOB CLASSIFICATION

Job Title	Personnel <u>Human Resources</u> (HR) Specialist	Job Code	340
Department	Finance and Business Operations	Pay Band	<u>309</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	7/1/1999, 4/12/2004, 7/1/2006, 8/18/2008, 6/28/2010, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a variety of technical and analytical work involved in the administration of the city's human resource and legal management programs, including risk management/loss control, labor relations, civil service processes, training and job safety, classification, compensation, performance management, benefits, recruitment, and training systems of the city; provide highly responsible technical and administrative assistance to the ~~HR Manager or City Attorney, Controller/City Treasurer, Director of Finance and Business Operations,~~ or other Finance and Business Operations Staff.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the ~~Controller/City Treasurer, City Attorney, and Director of Finance and Business Operations.~~ HR Manager.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

~~Legal Services Division~~ Leaves, Accommodations & Risk Management:

- Process and investigate insurance claims; make recommendations for disposition of claims; review city processes, programs and facilities to identify potential risk and loss problems; make recommendations to appropriate staff.



JOB CLASSIFICATION

- Oversee, coordinate, and conduct safety training, random drug testing, and job safety programs; review policies and procedures with city departments; make recommendations to revise policies and set up training programs; ensure compliance of city staff with all applicable safety standards.
- Conduct research; prepare statistical reports and documentation; assist ~~City Attorney and Finance and Business Operations Staff~~ in representing management interests in conduct of negotiations; maintain records and files related to negotiations and research; attend and participate in various commission and committee meetings related to labor negotiations and agreements, including taking minutes as needed.
- Assist with administration of labor agreements; review grievances; assist with interpretation of agreements; coordinate grievance and interest arbitration processes.
- Prepare various reports related to human resource management, risk management, and litigation functions as assigned ~~by the City Attorney~~; conduct analysis and special projects.
- Attend and participate in various committee and commission meetings as assigned; represent city to various agencies and outside parties.
- Respond to questions and requests for materials and information from employees related to risk management/loss control, labor relations, and safety training activities; record activities according to policies and procedures; coordinate return to work releases with appropriate personnel and agencies.
- Assist staff with purchase of safety equipment.
- Maintain Workers Compensation and Leaves of Absence to ensure accurate and compliant record keeping, employee understanding and appropriate management communication.
- Assist ~~City Attorney and Finance and Business Operations staff~~ with ensuring compliance with city policies, procedures, and regulations pertaining to personnel and legal management activities and services, including disciplinary, termination, and unemployment claims processes; administer and monitor compliance with Family and Medical Leave and Military Leave.
- Assist in the city's risk management and loss control programs and activities, including taking minutes at required meetings and providing research and assistance for annual liability and workers' compensation insurance renewals.
- ~~Provide assistance to the Human Rights Commission and its attorney as assigned.~~
- Perform other duties as assigned.

~~Financial Services Division~~ Recruitment & Benefits:

- Draft job announcements and position profiles; assist with preparing, scheduling, and assisting in employee interview process; conduct reference and background checks and other applicable procedures; arrange pre-employment testing and follow-up on post-offer physical examination and drug testing; assist with ensuring compliance with selection and hiring processes with all applicable laws and guidelines; monitor and maintain applicable records.



JOB CLASSIFICATION

- Recruit, interview, coordinate, and conduct tests for Civil Service Commission; assist Civil Service Commission with various administrative and record keeping tasks; procure and administer tests.
- Respond to questions and requests for materials and information from employees and applicants related to civil service, benefits, personnel files, and job classifications; record activities according to policies and procedures; coordinate hiring with appropriate personnel and agencies.
- ~~Meet with new~~ Assist employees ~~regarding with employee~~ benefits, forms, and policies; assist terminating employees with information related to the continuation of any benefits, return of city property, and final paperwork.
- Assist ~~Controller/City Treasurer in with~~ the job classification system for the city including responding to requests for re-classifications from management and supervisory staff, reviewing classifications, and assisting management and supervisory staff in development or update of class specifications and job descriptions.
- Assist ~~Controller/City Treasurer and other Finance and Business Operations staff in with~~ the review and coordination of benefits, plan documents, service contracts, and policies of the city to determine appropriateness; ~~recommend changes; work with outside benefit providers to develop most advantageous programs for city;~~ conduct various meetings with city staff to distribute information about benefits packages, including annual open enrollment meetings; work with and assist city employees in accessing and researching benefits as needed, including preparing applications, processing forms, invoices and related materials; ~~compile analytical reports regarding benefits claims and submit to Controller/City Treasurer.~~
- Prepare various reports related to human resource management functions as assigned ~~by the Controller/City Treasurer.~~
- Ensure compliance with city policies, procedures, laws and regulations pertaining to human resource management activities and services.
- Supervise personnel record keeping functions for the City and maintains the confidentiality of the records; oversees the release of any employment related information.
- Attend and participate in various committee and commission meetings as assigned; represent city to various agencies and outside parties.
- Lead and coordinate special projects with clerical support staff.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of comprehensive human resource management programs.



JOB CLASSIFICATION

- Principles and procedures for recruitment, selection, and hiring of employees.
- Principles of personnel classification, compensation, and performance management.
- Principles of administration of group benefit plans and knowledge of all applicable benefit laws, including those applicable to the position's Privacy and Security Officer duties (i.e. privacy and security laws). Principles and programs of risk management and loss control.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Principles of supervision, training, and performance evaluation.
- All applicable federal, state, and local laws, ordinances, statutes, and regulations.
- English usage, spelling, grammar and punctuation.
- Municipal record keeping policies and procedures.
- Principles, procedures, and processes for labor negotiations and administration of labor agreements.

ABILITY TO PERFORM

- Prepare and present clear and concise reports pertaining to assigned activities.
- Analyze problems and identify alternative solutions.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

EXPERIENCE AND TRAINING GUIDELINES



JOB CLASSIFICATION

MINIMUM EXPERIENCE

Two years of increasingly responsible experience in human resource management, ~~legal services,~~ ~~insurance services,~~ ~~finance,~~ ~~accounting,~~ or a related field.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in human resources, business, public administration, organizational psychology or a related field.

LICENCES/CERTIFICATIONS REQUIRED

None. PHR/SHRM-CP preferred.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Principal Engineer	Job Code	401
Department	Community Development <u>Public Works</u>	Pay Band	<u>413</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	06/18/2018	Adopted	12/17/2018
Amended	<u>06/21/2021</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform highly complex professional civil engineering work including designing various projects, preparing cost estimates, drafting specifications and collecting site data; to supervise the design and construction of public infrastructure projects; to review and approve consultant design plans for new City subdivisions; and to provide highly complex staff support to the City Engineer.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer.

Exercises direct supervision over positions such as: the Civil Engineer I, Civil Engineer II, Engineering Technician I, ~~and~~ Engineering Technician II, and Civil CAD Technician.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist the City Engineer with all services and activities of the Engineering Division including mapping, construction projects, field survey, ~~contractual~~ and contractual agreements and assist other city departments with related responsibilities.
- Plan, prioritize, assign, oversee and review the work of staff responsible for providing technical services within the Engineering Division of the ~~Community Development~~ Public Works Department; work with City Engineer to determine procedures, policies, objectives and work practices for staff.
- Develop plans and implement projects from the City’s Capital Improvements Program (CIP); coordinate, monitor, and administer capital projects involving engineering consultants.



JOB CLASSIFICATION

- Oversee the planning, initial cost estimation, design, and construction of a variety of capital improvement projects within the City, including but not limited to underground utility installation, road reconstruction, trail construction, traffic signal installation, box culvert installation, bridge repair and maintenance, and subdivisions.
- Responsible for the review of: plans, preliminary and final plats, construction, and the final acceptance of new subdivisions; complete the recommendation of new subdivisions to the City Council.
- Compose, evaluate, and review plans, specifications, designs and related documents, technical reports and letters, proposals, reports and studies; supervise the preparation of plans, specifications and cost estimates for proposed and public improvement projects.
- Assist City Engineer in the selection, supervision, and evaluation of professional and technical staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Administer and monitor construction contracts including city, state and federal projects; inspect and investigate construction activities and complaints; monitor and ensure contract compliance with construction specifications and plans and federal, state and local codes, regulations and ordinances.
- Coordinate engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Prepare preliminary plans, and cost estimates; prepare grant proposals; prepare complex reports on solutions to municipal engineering problems; monitor construction costs; review pay estimates; negotiate change orders.
- Answer questions and provide information to city staff, private contractors and developers and the general public; respond to city staff and the general public concerning developments; respond to and resolve sensitive citizen inquiries and complaints.
- Act as construction liaison for federal and state projects.
- Review site plans for storm water detention requirements.
- Coordinate with Cedar Falls Utilities regarding all municipal utility design and construction.

OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer; responsible for hiring part-time engineering personnel.



JOB CLASSIFICATION

- Conduct presentations; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Supervise and implement the city's pavement management program.
- Coordinate engineering public files and records.
- May act as City Engineer in ~~his/her~~their absence
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles, practices, and techniques of civil engineering and construction.
- Principles and techniques of construction cost analysis and estimates.
- Public infrastructure construction materials, methods, procedures and applications.
- Procedures related to administering city, state, and federal aid construction contracts.
- Modern office procedures, methods and computer equipment including AutoCAD for the implementation of computer generated drafting and design.
- Advanced drafting methods and techniques.
- Hydraulic analysis.
- Geometric design.
- Principles of report preparation.
- English usage, spelling, grammar, and punctuation.
- Basic principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including safety regulations.

ABILITY TO PERFORM

- Develop, review, and document specifications for assigned projects.
- Recommend, goals, objectives, and practices for providing effective and efficient engineering services.



JOB CLASSIFICATION

- Plan, assign, and supervise the work of technical engineering personnel.
- Prepare clear and concise administrative reports.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Design and construct engineering plans.
- Work within the framework of local government to develop and manage City projects from preliminary design to final completion.
- Handle complex problems and enforce necessary regulations professionally and with firmness, tact, and respect.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work including city staff and the general public.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four years of professional civil engineering experience and a Professional Engineering license issued by the State of Iowa (experience level dependent upon education below).

OR

Six years of professional civil engineering experience without a Professional Engineering license issued by the State of Iowa or the ability to obtain an Iowa Professional Engineering license within six months of hire.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.



JOB CLASSIFICATION

Possession of a Professional Engineering license issued by the State of Iowa or the ability to obtain an Iowa Professional Engineering license within six months of hire.—(See experience requirement.)

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



JOB CLASSIFICATION

Job Title	Program Coordinator	Job Code	824
Department	Municipal Operations and Programs Community Development	Pay Band	<u>307</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	06/18/2018	Adopted	12/17/2018
Amended	<u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Prepare and coordinate services, programs, and events for the Hearst Center; serve as a liaison to staff, volunteers, vendors, board members, and the general public.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Cultural Programs Supervisor.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Promote, schedule, and arrange the Hearst Center for room rentals, ~~special-public programs and events~~, and other ~~events~~public offerings.
- Coordinate bookings and receptions for exhibits and events, including setting up and arranging the space based on guest needs.
- Prepare contracts and/or agreements and handle invoicing for artists, performers, and other groups utilizing the space ~~or providing programming~~.
- Research potential guest performers and groups for event planning ~~and public programming~~ purposes.



JOB CLASSIFICATION

- Coordinate city-wide -public events, including but not limited to the Local Food and Film Festival and Pedal Fest.
- Coordinate volunteers to assist with various programs and events.
- Maintain audio visual equipment and piano servicing.
- Assist Marketing Assistant in preparing ~~programming~~ publicity content for public programs and events.
- Assist in the coordination and promotion of recurring ~~events~~ public programming -including but not limited to Final Thursday and Red Herring Theatre.
- Research and coordinate ~~the weekly film series~~ programming series as assigned.
- Collaborate with the Education Coordinator to assist in cultivating relationships for outreach opportunities and programs.
- Collaborate with the Curator to develop unique programming opportunities in conjunction with exhibitions

OTHER DUTIES AND RESPONSIBILITIES

- Attend staff meetings as necessary.
- ~~Serve as liaison to Friends of the Hearst.~~
- Prepare monthly reports and support front desk staff as needed.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, programming, and activities of the facility and targeted audiences.
- General departmental policies and regulations.
- Modern office procedures, methods, and computer equipment.

ABILITY TO PERFORM



JOB CLASSIFICATION

- Communicate clearly and concisely, both orally and in writing; comfortable with public speaking.
- Organize, prioritize, and meet the demands of numerous projects, activities and deadlines.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

One-Three years of experience working in a cultural facility, public programming, or related field.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university in art education, art history, business, communications, education, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events. ~~working closely with others.~~ Occasional outdoor work as related to special events and community activities with exposure to outdoor weather conditions.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; may require squatting, crouching, kneeling, bending, pushing, pulling, and reaching ~~motions during work activities~~ above the shoulder; carrying or lifting items greater than 40 pounds.



JOB CLASSIFICATION

Job Title	Public Works and Parks Supervisor	Job Code	650
Department	Municipal Operations and Programs Public Works	Pay Band	411
FLSA Status	Exempt	Union Status	Non-Union
Prepared	6/2012	Adopted	7/23/2012
Amended	6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Plan, supervise, and participate in the work of staff responsible for the daily operations of an assigned section within the ~~Public Works & Parks~~Operations & Maintenance Division, including cemeteries, parks, playgrounds, recreational trails, public grounds and recreational trails, golf courses, project landscaping, and street, sidewalk, alley, and parking lot construction and maintenance; provide responsible staff assistance to the ~~Public Works & Parks~~Operations & Maintenance Manager.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction from the ~~Public Works & Parks Manager~~Operations and Maintenance Manager.
- Exercises direct supervision over positions such as: ~~Groundskeepers,~~ Arborists, Equipment Operators, Laborers, and Maintenance Workers.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepare various reports on ~~Public Works & Parks~~Operations & Maintenance Division operations and activities; coordinate projects/employees with other Public Works & Parks Division supervisors.
- Answer questions and provide information to the public concerning ~~Public Works & Parks~~Operations & Maintenance Division facilities and operations, maintenance practices, policies and procedures; investigate complaints (including vegetation ordinance) and take corrective action. Conduct inspections, prepare correspondence, and meet with the public.



JOB CLASSIFICATION

- Oversee and participate in the preparation of specific events, including setup of special equipment and materials; ensure materials are returned to appropriate locations.
- Participate in and monitor the maintenance and operation of all equipment and vehicles assigned to the work area; work with equipment maintenance personnel to coordinate repair and maintenance of vehicles and equipment; ensure all assigned staff follow all preventive maintenance guidelines; evaluate equipment condition, forecast usable equipment life, plan for cost effective, long-term replacement of equipment through the vehicle replacement program; prepare and review specifications for equipment and materials and make recommendations for new purchases; order and purchase supplies and equipment as appropriate; maintain contacts with vendors to procure equipment and supplies; approve purchases and monitor administration of annual budget; recommend budgetary adjustments as appropriate.
- Assist with design and development of Public Works & Parks Operations & Maintenance Division projects; review plans, specifications, contract documents and work schedules for various projects and work programs; coordinate and supervise contractor projects related to the work area's range of services and activities; monitor projects to ensure contractors meet workmanship, specifications and terms of contracts; work with contractors to solve problems; estimate project costs; participate in the coordination of construction projects with other city divisions and departments.
- Sell cemetery plots; maintain records of sales; process deeds and ownership records; record and file all appropriate documents; collect and process fees; recommend cemetery rates, land use, rules and regulations. Supervise burials; maintain interment records; ensure compliance with all appropriate regulations and laws; oversee placement of monuments and facings; assign and monitor repair of monuments.
- Supervise internal and external pesticide applicators, coordinate annual work, and update pesticide reduction plan.
- Supervise the snow removal plan for the city; assign crews to specific routes or functions; ensure the readiness of the equipment and supplies; monitor the supplies of materials needed to sand and treat roadways, parking lots and sidewalks; ensure the adequate assignment of staff to the snow removal operations and activities; participate in the work of snow removal as required; schedule and assign personnel to call back status.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures for assigned work area; assess and monitor work load; identify opportunities for improvement and review with management staff; implement improvements.
- Participate in the selection of staff; provide or coordinate staff training; motivate and evaluate employee performance; work with employees to correct deficiencies; recommend disciplinary and termination procedures.
- Provide responsible staff assistance to the Public Works & Parks Operations & Maintenance Manager; assist with annual budget preparations and administration; forecast and recommend funds for staffing, equipment, materials, supplies and other resources; prepare and present staff reports and other necessary correspondence.



JOB CLASSIFICATION

- Serve as liaison for the assigned work area with other work areas, departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.
- Ensure the adherence to safe work practices by all assigned personnel; ensure the adherence of the work area's services and operations to all applicable local, state and federal standards, ordinances, statutes and guidelines.

OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of new trends and innovations in areas of responsibility; attend and participate in professional development meetings as assigned.
- Conduct special reports and research as required.
- Participate in union contract negotiations; participate in the resolution of employee grievances.
- May assume responsibility for multiple work areas as assigned.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of a municipal cemetery.
- Regulations and procedures for conducting and preparing burials.
- Grounds and facility maintenance operations and activities.
- Principles and procedures of grounds maintenance, light construction, equipment operations, tools, and safety inspections and practices.
- Basic carpentry, masonry, painting, and lawn care.
- Administrative procedures for selling and recording burial plots.
- Current trends, techniques, and work procedures in park, grounds maintenance, or tree care and maintenance.
- Playground equipment installation and safety.
- Procedures and regulations for pesticide and other chemical applications.
- Current trends, operations, services, and activities in park development and maintenance programs.



JOB CLASSIFICATION

- Construction and landscaping methods, procedures, and practices.
- Operations, repair, and maintenance of all vehicles, equipment, and machinery related to areas of responsibility.
- Cemetery, Park, or Arborist operations, duties and requirements.
- Operations, services, equipment, and activities of sanitation and street construction and maintenance program.
- Operations, services, and activities of a sanitation services program, including operations of a transfer station.
- City infrastructure.
- Principles and procedures of record keeping.
- Modern office procedures, methods, and computer equipment.
- Basic principles and procedures for development and administration of a municipal budget.
- Procedures and policies for purchasing supplies and equipment.
- Pertinent federal, state, and local laws, codes and safety regulations.
- Occupational hazards and standard safety precautions necessary during working conditions.
- Principles of employee selection, supervision, training and performance evaluation.

ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including the general public.
- Oversee and coordinate multiple projects.
- Prepare clear and concise reports.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four years of increasingly responsible experience in cemetery operations, grounds, maintenance, arboricultural services or related area; or streets construction and maintenance and /or sanitation services and operations or related area; including one year of lead supervisory responsibility.

Experience operating ~~Public Works & Parks~~Operations & Maintenance Division hand tools, vehicles and equipment. Experience preferred in diagnosing, repairing, maintaining and purchasing large and small maintenance equipment and vehicles.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain a Class B Commercial Driver's License (CDL).⁵⁷

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers;~~Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers.~~ While performing fieldwork-related duties, the employee in this position may occasionally be exposed to loud noises (>85dB), dust, grease, smoke, fumes, gases, and outdoor and extreme weather conditions; electrical hazards; work around moving heavy construction equipment and alongside moving traffic on roads; travel from site to site.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, kneeling or walking for prolonged periods of time; climbing stairs and ladders; stooping; occasional moderate to heavy moving, lifting, strenuous manual labor; the use of arms and legs; general manual dexterity; operating light and heavy motorized equipment and vehicles associated with occasional maintenance and construction activities.



JOB CLASSIFICATION

Job Title	Recreation and Community Programs Manager	Job Code	470
Department	Municipal Operations and Programs <u>Community Development</u>	Pay Band	<u>413</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 2/21/2001, 8/25/2003, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Supervise, plan, and coordinate the recreation programs, services, and activities within the ~~Municipal Operations & Programs~~ Community Development Department, including aquatics, recreation center, youth and adult sports; supervise the city’s golf pro and administer the contract; coordinate assigned activities with other divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the ~~Municipal Operations & Programs~~ Community Development Director.

SUPERVISION RECEIVED AND EXERCISED

- Receives general direction from the Director of ~~Municipal Operations & Programs~~ Community Development.
- Exercises direct supervision over positions such as: the ~~Recreation Program Supervisor, Aquatic-Recreation Program Supervisor, Recreation Program Coordinator, Fitness Coordinator,~~ and Administrative ~~Assistant~~ Supervisor.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Participate in the development and implementation of goals, objectives, policies, and priorities for the Recreation Division within the ~~Municipal Operations & Programs~~ Community Development Department; identify resource needs; recommend and implement policies and procedures; and supervise the city’s golf pro contract.



JOB CLASSIFICATION

- Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures; manage and participate in the hiring and training of part-time and seasonal staff.
- Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; implement improvements.
- Direct, coordinate, and review the work plan for recreation programs and services; assign work activities and projects; monitor work flows; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
- Participate in the development and administration of the Municipal Operations & Programs Department Recreation & Community Programs division budget; forecast additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; recommend adjustments as necessary.
- Coordinate recreation programs and services with those of other divisions and outside agencies and organizations; serve as liaison for the Recreation Division with other city departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.
- Compose, compile, prepare, review, and distribute a variety of correspondence, reports, and documents; maintain and update files and records as needed.
- Administer the facility & lands rental process; schedule events and ensure appropriate services are available; coordinate with outside groups for use of facilities/lands.
- Oversee the facility maintenance and monitor custodial operations duties and services at the city recreation center, facilities, pools, and other related structures and sites,
- Meet with a variety of outside groups to market and explain programs and services; work with the public to develop programs and services.
- Provide staff assistance to the Municipal Operations & Programs Community Development Director; participate on a variety of committees; prepare and present staff reports and other correspondence as appropriate and necessary.
- Implements policies and procedures for use of the Recreation Center; enforces rules and policies
- Responsible for ensuring facilities are opened and closed appropriately
- Inspects all areas of responsibility to ensure safety of all guests; performs routine maintenance
- Primary staff liaison to the Parks & Recreation Commission; responsible for coordinating the agenda, distributing packets, and communications with Commissioners



JOB CLASSIFICATION

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of recreation.
- Inspect and monitor recreational sites and events; identify noncomplying activities and make recommendations to staff.
- ~~Promote and support~~ Administer the wellness program for all City of Cedar Falls employees; Coordinate positive health promotions, including blood pressure tests, flu shots, health screenings, and others.
- Maintain a high degree of customer service.
- Monitor the condition of facilities under the purview of the division and propose items for the City's Capital Improvement Program (CIP) and budgeting, accordingly.
- Develop and execute a maintenance and replacement plan for facilities and equipment
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of recreation programs and activities.
- Modern and complex principles and practices of recreation administration.
- Procedures and practices of facility maintenance operations and activities.
- Operating characteristics of swimming pool equipment and facilities.
- Principles of municipal budget preparation and control.
- Principles of supervision, training, and performance evaluation.
- Principles of golf course operations and golf pro contract requirements.
- Procedures and practices of pool and building maintenance and repair.
- Pertinent federal, state, and local laws, codes and regulations.
- Principles of record keeping, contracts, and reporting.



JOB CLASSIFICATION

ABILITY TO PERFORM

- Interpret and explain city recreation policies and procedures.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four years of increasingly responsible experience in recreation coordination activities, including two years of supervisory or administrative experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in recreation & leisure services administration, sports & fitness management, parks & recreation management, or a closely related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; work closely with others, including the public; irregular working hours; attending some outdoor events, programs, and activities; exposure to hazardous fumes, toxic chemicals, and loud noises (>85dB).

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, sitting, walking, or climbing for prolonged periods of time; carrying or lifting items greater than 40 pounds; pushing, pulling, and reaching above the shoulder motions.



JOB CLASSIFICATION

Job Title	Recreation Program Coordinator	Job Code	810
Department	Municipal Operations and Programs <u>Community Development</u>	Pay Band	<u>309</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	2/1999	Adopted	
Amended	5/24/1999, 8/25/2003, 10/13/2008, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Oversee and coordinate Recreation Center activities, programs, and special events within the ~~Municipal Operations and Programs~~ Community Development department; hire and supervise part-time and seasonal staff within assigned programs; perform a variety of administrative and professional tasks in support of assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Recreation & Community Programs Manager.

This position ~~has no direct supervisory responsibilities~~ may supervise and direct the work of part-time and seasonal employees such as coaches, childcare providers, special events leader, and sport site supervisor.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinate, supervise, and manage the general operation of the Recreation Center, including organization of community, recreational, and social programs.
- Recommend and assist in the implementation of goals and objectives; establish schedules and methods for providing community center services; implement policies and procedures.
- Monitor program performance; recommend and implement modifications to systems and procedures.



JOB CLASSIFICATION

- Plan, schedule, and promote a wide variety of athletic, recreational, and youth activities and events; prepare social program event and facility marketing material, including news releases, flyers, schedules of events, pamphlets, and brochures.
- Schedule usage of Recreation Center facilities for activities including athletics, recreation, and youth groups; collect deposit fees and provide information and assistance to users of facilities.
- Hire, train, and evaluate part-time and seasonal personnel including, coaches, childcare providers, special events leader, and sport site supervisor.
- Maintain the technical social media, website applications, and promotional signage for the Recreation & Community Programs Division.

OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in the field of Recreation Center activities; incorporate new developments as appropriate into programs.
- Provide general support and assistance to assigned supervisor.
- Perform related duties and responsibilities as required.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services and activities of a recreation program.
- Modern office procedures, methods, and computer equipment.
- Pertinent federal, state and local laws, codes and regulations.
- Modern office procedures, methods, and computer equipment.
- Typing and/or word processing techniques.
- Principles of business letter writing and report preparation.
- Principles of supervision, training, and performance evaluations.

ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of experience in recreation programs and services.

MINIMUM EDUCATION OR FORMAL TRAINING

High School Diploma or equivalent.

LICENCES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, CPR and First Aid certification.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to outdoor weather conditions; bodily fluids/communicable diseases; working closely with others.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; carrying or lifting items greater than 40 pounds; squatting, crouching, kneeling, and bending; pushing, pulling, and reaching above the shoulder motions while performing work activities.



JOB CLASSIFICATION

Job Title	Recreation Programs Supervisor	Job Code	350
Department	Municipal Operations and Programs <u>Community Development</u>	Pay Band	<u>411</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	6/23/2014, 12/21/2015, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Supervise, plan, and coordinate sports, recreation, and/or aquatic activities and programs for patrons of all ages of the ~~Municipal Operations and Programs~~ Community Development Department; coordinate assigned activities with other divisions, outside agencies, volunteers, and the general public; provide highly responsible staff assistance to the Recreation & Community Programs Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Recreation & Community Programs Manager.

Exercises direct supervision over part-time seasonal staff members and volunteers.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinate the organization, staffing, and operational activities for various athletic, recreation, and/or aquatic programs for youth and adults; supervise youth and adult sports programs, including fields, gyms, coaches, parents, spectators and officials; supervise youth and adult instructional aquatic programs.
- Participate in the development and implementation of goals, objectives, policies, and priorities for recreation, sports, and/or aquatic activities; recommend and implement policies and procedures, standards for programs, safety, and fiscal control.
- Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; assist with implementing improvements.



JOB CLASSIFICATION

- Direct, coordinate, and review the work plan for the sports, recreation, and/or aquatic activities; assign work activities and projects to city staff, contractual employees, and volunteers; review and evaluate work methods and procedures; meet with staff to identify and resolve problems.
- Recruit, select, train, motivate, supervise and evaluate sports, recreation and/or aquatic personnel, including officials; provide or coordinate staff training; work with employees to correct deficiencies.
- Prepare, maintain and update a variety of files and records for sports leagues, recreation programs, and/or aquatic programs; prepare and submit employee payroll to the appropriate department.
- Oversee the registration process for games, leagues, tournaments, and/or aquatic programming; coordinate assignment of teams to facilities; coordinate facilities, maintain records of fees paid; review and evaluate fees schedules and make recommendations for revisions to appropriate personnel; market and promote programs and services; prepare fliers and other informational materials.
- Coordinate sports, recreation, and/or aquatic activities with those of other divisions, outside agencies and organizations; coordinate agreements with other organizations, including indoor pool usage.
- Research, propose, obtain bids, and purchase appropriate equipment, supplies, and materials for programs and services; maintain contacts with vendors and suppliers; oversee records for issuance of equipment and supplies to program participants and employees. Assist with cash /inventory control, monitor revenues, and expenditures with assigned budget, recommend budget items; process bills for payment.
- Schedule, coordinate, and oversee competitive tournaments/events at city facilities; conduct clinics, seminars, and classes as appropriate.
- Ensure the maintenance of materials and supplies for sports, recreation, and/or aquatic operations and facilities; requisition materials and supplies as required; performs routine housekeeping, routine maintenance, and program support.
- Solicit sponsors and generate revenue sources to support sports, recreation, and aquatic activities and programs.
- Serve as primary communicator between seasonal staff in the field, program participants, facility users, and the Recreation and Community Programs Manager; investigate and resolve complaints and problems as appropriate; respond to calls of an emergency nature after hours; assist in setting priorities to deal with emergencies and unanticipated needs.
- Administer applicable laws related to athletic, recreations, and swimming pools, including concession operations and sales.
- Ensure staff complies with applicable safety and occupational health standards and department policies and procedures.



JOB CLASSIFICATION

OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Recreation & Community Programs Manager; assist with budget development, financial projections, and administration of budgeted funds.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of athletic, recreation, and/or aquatic programs and services.
- Schedule and reserve fields or facilities for the general public including groups and individuals.
- Lead, instruct, or officiate one or more activities as requested; performs related work to support the organization; monitors general condition of facility and responds to any defects or damages.
- Act in the absence of seasonal staff; greet public; handle concerns; answer questions; anticipate services needed and make needed arrangements for services; communicate rules of conduct.
- Assist in monitoring equipment and building conditions around the Rec Center, swimming pools, or other recreation facilities.
- Assist patrons with registration for memberships, passes, beach house and shelter rentals, adult and youth programs, and equipment rental.
- Conduct opening and closing procedures for recreation facilities, as needed.
- Assist in assessing and determining appropriate actions for disciplinary problems, as needed for all facilities.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of athletics, recreation, and/or aquatic programs for patrons of all ages.
- Basic rules and knowledge of regulations of a variety of team and individual sports and/or aquatic activities.
- Principles of league and tournament pairings and scheduling.
- Rules and regulations for officiating athletic events.
- Principles of hiring procedures, supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes and regulations.



JOB CLASSIFICATION

- English usage, spelling, grammar and punctuation.
- Principles of business letter writing and report preparation.
- Modern office procedures, methods, and computer equipment.
- Principles and procedures of record keeping.
- Instruction techniques.
- Customer service principles and practices.

ABILITY TO PERFORM

- Work independently and in a team environment.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Effectively deal with personal danger, which may include exposure to irate fans, players, coaches and officials.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of increasingly responsible experience in coordination of athletic, recreation, aquatic, or other recreation activities including one year of lead or supervisory experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in recreation administration, sports management, fitness, physical education, business administration, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, First Aid, CPR, and AED training and certification.

If assigned to supervise aquatics, current Lifeguarding Certification, CPR For The Professional Rescuer and AED; ability to obtain Life Guard Instructor Trainer (LGIT) and Certified Pool Operator (CPO); ability to obtain Water Safety Instructor (WSI) and Water Safety Instructor Trainer (WSIT).



JOB CLASSIFICATION

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; field environment with exposure to outdoor and extreme weather conditions; dirt, dust, and/or to water, aquatic chemicals, loud noises (>85dB), mechanical, electrical, and chemical hazards, close proximity to moving machinery/equipment, atmospheric conditions that affect the respiratory system or skin, dirt, and dust. Duties may require wearing a respirator, working in confined spaces, or being exposed to extreme heat; work closely with others; irregular work hours

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, climbing, balancing, stooping, kneeling, crouching, reaching, pushing, pulling, swimming, or walking; carrying and lifting items greater than 40 pounds; operating a motor vehicle.



JOB CLASSIFICATION

Job Title	Senior Librarian	Job Code	703
Department	Library	Pay Band	<u>412</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 8/25/2003, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Plan, supervise and oversee a unit or division within the Cedar Falls Library, including youth, public, or technical services; develop and implement services and programs within assigned area; provide highly responsible technical and administrative assistance to the Library Director.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Library Director.

Exercises direct supervision over positions such as: Library Education Coordinator, Shelvers, Library Pages, Library Assistants, and Librarians as applicable.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise and oversee all services and programs in assigned areas of the Cedar Falls Library, including youth, public, or technical services; develop and implement programs within the assigned area; provide technical and administrative assistance to the Library Director.
- Assist with the development and implementation of the library's goals, objectives, policies, and priorities for all assigned service areas.
- Research, plan, and coordinate library services and programs in an assigned area; assign staff to develop and implement new and revised programs.



JOB CLASSIFICATION

- Assist in the planning and implementation of enhanced digital information services and sources.
- Initiate contact with information providers to evaluate new products and determine which are suitable for purchase; facilitate ongoing technical support of existing systems and products.
- Recommend, within Board of Trustee and city policies, appropriate service and staffing levels; constantly monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
- Plan and supervise the work plan for an assigned area of the library; assign projects, duties, and tasks to subordinate staff; review and evaluate work methods and products; meet with staff to identify and resolve problems.
- Work with members of the public to assist with library services and programs; monitor effectiveness of services and programs; develop or recommend revised or new programs and services as appropriate.
- Train, motivate, and evaluate library personnel; provide or coordinate staff training; work with employees to correct deficiencies.
- Assist the Library Director with the development and administration of the library budget; prepare various reports and materials explaining and assessing activities and programs.
- Respond to and resolve sensitive citizen inquiries and complaints.

If assigned to Technical Services:

- Oversee the use of hardware and software computer applications required for maintaining the library inventory; supervise the information tracking systems for the library; maintain the consistency of the MARC database and the circulation database.
- Plan, coordinate, and implement hardware and software of enhanced digital information services delivered through the computerized catalog and sources delivered through networks, most notably the Internet; provide and maintain services to staff and library users.

If assigned to Youth Services:

- Maintain youth department collection; review, evaluate, add, weed, and withdraw collection materials.
- Assist youth patrons with development of library skills.
- Coordinate exchange of library resources with other facilities, including local schools and day care centers.
- Oversee expenditure of materials budget for youth department.
- Schedule and supervises youth staff, including Shelves, Library Assistants, and Teen Librarian.



JOB CLASSIFICATION

If assigned to Circulation Services:

- Maintain the adult library collection; review, evaluate, add, weed, and withdraw collection materials.
- Schedule and supervise all appropriate staff including volunteers, shelvers, library assistants, and subordinate librarians.
- Supervise and oversee Circulation Desk and Information Desk activities; maintain the integrity of the automated circulation local area network; perform circulation activities as necessary.
- Oversee expenditure of circulation services materials budget.
- Administer the inter-library loan process.

If assigned to Reference Services:

- Supervise and oversee Reference Services Desk; provide information to public as requested.
- Provide reference services both in person and by telephone; conduct computer searches and administer the inter-library loan process.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of library services.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive library services program.
- Principles and practices of library science, program development, and implementation.
- Methods and techniques of cataloging and referencing library materials.
- Book publishing industry and information sources in other formats.
- Operational characteristics of library equipment and tools.
- Current trends in education and curriculum development.
- Library filing and tracking systems.



JOB CLASSIFICATION

- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Automated library systems.
- Reference materials and procedures.
- Principles of supervision, training, and performance evaluation.
- English usage, spelling, grammar and punctuation.

ABILITY TO PERFORM

- Delegate authority and responsibility.
- Develop and administer goals, objectives, and procedures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Three years of increasingly responsible experience in a library setting, including two years of lead or supervisory experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Master's of Library Science from an accredited college or university.

LICENSES/CERTIFICATIONS REQUIRED

None.



JOB CLASSIFICATION

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events. ~~irregular work hours~~; exposure to bodily fluids/communicable diseases (particularly the Youth Services Librarian).

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; carrying or lifting items greater than 40 pounds; general manual dexterity required for typing for prolonged periods of time; squatting, crouching, pushing, pulling, reaching above the shoulder motions.



JOB CLASSIFICATION

Job Title	Senior Services Coordinator	Job Code	805
Department	Municipal Operations and Programs Community Development	Pay Band	<u>305</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	4/18/1997	Adopted	
Amended	5/9/1997, 7/1/1999, 8/25/2003, 11/14/2005, 7/1/2006, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a wide variety of responsible, confidential, and complex administrative, technical, secretarial, financial, payroll, and municipal records management duties on a day-to-day basis for an assigned department or division; represent the city in a variety of activities by promotion, coordination, and scheduling of those activities; serve as a liaison to other city departments, staff, volunteers, vendors, board members, members/clients, and the general public; schedule, train, and supervise paid and volunteer personnel, as applicable; provide administrative support to a Department Director, Division Manager, supervisor, membership/clients.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Cultural Programs Supervisor.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintain operating, administrative, and financial records, equipment, and supplies. Maintain fixed assets and inventory systems and records. Process bills and payroll for Cultural Programs. ~~purchase orders and invoices as assigned.~~
- Provide staff presence at Hearst Center front desk. Answer questions and provide information to the public, outside agencies, and other departments and divisions; receive, refer, or resolve citizen and client complaints and questions; follow up to ensure proper resolution.



JOB CLASSIFICATION

- ~~• Assist group tour planners by providing newsletters, itineraries, and trip details; serve as the main point of contact for various area attractions, hotels, and restaurants.~~
- ~~• Maintain municipal records; work with public and volunteers to distribute records and information needed; ensure that all filings and processing of information are in conformance with all applicable local, state, and federal ordinances, laws, and regulations.~~
- Supervise Assist Programs Coordinator with arrangement of facility and events: arrange chairs, tables, and equipment in designated rooms or other areas for scheduled group activities such as art exhibits, group tours, banquets, receptions, parties, group meetings, or events-public programs and/or rentals. Receive, store, issue, and operate equipment and supplies.
- ~~• Supervise and maintain volunteer program activities: scheduling, training, recruiting, planning, and recognition.~~
- Interpret services and policies to general public, vendors, and public agencies; participate in community meetings and organizational planning.
- Assist with cultural projects and activities or promotion of the city as a destination for visitors by disseminating information about seminars, conferences, classes, exhibitions and public events programs to the media to accomplish program objectives via phone or mail as requested.
- Prepare, type, word process, proofread, and independently compose a variety of documents including general correspondence, reports, memoranda, and statistical charts.
- Provide administrative, technical, clerical, and financial support to assist designated staff in the completion of their duties and responsibilities; assist in receipt, distribution, and preparation of mail; assist with operations of computer equipment including loading paper into machines.
- Assist with fundraising initiatives, membership tracking, and provide support to Friends of the Hearst.

OTHER DUTIES AND RESPONSIBILITIES

- Prepare and maintain a variety of files and filing systems; prepare, maintain and update various records; verify and distribute information as requested; photocopy, mail or fax materials as necessary.
- Compile, maintain, produce and distribute various reports and mailings related to operations and services of a department or division: expenditure, revenue, events, paid and volunteer personnel, membership listings, gift shop, etc.
- Attend various staff meetings; assist others answering questions, providing information, or referring to appropriate agencies or personnel about matters related to a department or division.
- Provide membership with clerical assistance for fund raising activities, bi-annual newsletter, monthly renewal notices, record keeping, meetings and membership lists; scheduling assistance for projects and activities, and prepare bulk membership solicitation mailings. Notify patrons of activity schedules and registration requirements.



JOB CLASSIFICATION

- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Communication and public relation skills; business English and spelling.
- Postal regulations and rules, pertaining to bulk and mass mailings.
- Practices, procedures, methods and equipment used in processing invoices and accounts payable.
- Basic principles and practices of financial record keeping and reporting.
- Basic principles and practices of maintaining official municipal records.
- Basic payroll processes and related procedures and regulations.
- Basic database management skills for membership/donation tracking and reporting
- City and departmental ordinances, policies, and procedures related to areas of responsibility.
- Modern office procedures, methods, and equipment including computers and associated equipment.

ABILITY TO PERFORM

- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Use of independent judgment and personal initiative
- Operate various types of office equipment including telephone, typewriters, computers, printers, facsimile machines, photocopiers, adding and charge card machines, and vehicle.
- Interpret and apply administrative, departmental and divisional policies and procedures.
- Work under pressure while handling a large volume of projects.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

One year office experience including high levels of public contact and experience in bookkeeping including some experience with computer data entry equipment, and providing administrative and technical support to others.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in finance, accounting, business, public administration or related field. Business and/or public administration might also be a good fit

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license preferred.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder; general manual dexterity for typing for prolonged periods of time; carrying and lifting items greater than 40 pounds.



JOB CLASSIFICATION

Job Title	Storm Water Specialist	Job Code	219
Department	Community Development <u>Public Works</u>	Pay Band	<u>309</u>
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	10/5/2016	Adopted	11/7/2016
Amended	12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Administer the city's storm water management program in compliance with federal, state, and local laws as well as the City Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) permit; perform site and subdivision plan reviews and field inspections; perform a variety of technical tasks relative to assigned areas of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Principal Engineer or City Engineer.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Administer the permitting, monitoring, inspection, enforcement, pollution prevention, and data management activities of the city's storm water management program in accordance with federal, state, and local laws and the City Municipal Storm Water NPDES permit.
- Prepare reports as required by the City's NPDES permit.
- Coordinate permit compliance between multiple departments within the city; provide educational materials and training to city staff.



JOB CLASSIFICATION

- Assist Engineering and Inspection Services staff with technical review of site plans for storm water pollution prevention control plan compliance on subdivisions and site plans; conduct special projects and research.
- Issue permits to contractors for storm water related activities and maintain records in database system.
- Conduct field inspection of storm water pollution prevention plan controls for private residential and commercial development to ensure compliance with storm water pollution prevention plans; note deficiencies and remedial actions and maintain documentation.
- Conduct regular inspection of city and private construction activities to ensure compliance with plans, specifications, and permit requirements; maintain project records.
- Maintain a public education program in many areas such as storm water runoff issues and reduction methods, water quality, best management practices, storm water pollution control, lawn care practices, composting, illicit discharge reporting, and pollution prevention for residents and businesses.
- Oversee all aspects of the Comprehensive Watershed Assessments.
- Assist Engineering staff with budgeting and Capital Improvements Program.
- Prepare applications for grant funding.
- Investigate, report findings, and initiate enforcement to eliminate illicit discharges into the city's storm water system.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolves sensitive citizen inquiries and complaints.
- Prepare and deliver presentations to city staff, City Council, and the general public on storm water management practices and regulations.
- Assist in and act as a resource for establishing prairie plantings on city properties and throughout the city.

OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Department of ~~Community Development~~Public Works in regards to field inspection and training.
- Maintain a variety of logs and records related to inspection and enforcement activities.
- Perform other duties as assigned.



JOB CLASSIFICATION

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Storm Water Prevention Pollution Plans and best management practices.
- Illicit discharge prevention and elimination.
- Construction site safety practices.
- Modern office procedures, methods, and computer equipment.
- Basic mathematical principles and practices.
- Pertinent federal, state, and local laws, codes and regulations.

ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Speak and present in public forums.
- Read and understand construction plans.
- Budget and manage programs.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Apply specific construction practices and methods as they relate to permitting requirements.
- Take initiative and follow through with enforcement issues.
- Establish and maintain professional and effective working relationships with those contacted in the course of work.
- Handle problems and enforce necessary regulations professionally and with respect, firmness, and tact.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Zero to four years of technical engineering or natural resources experience.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in civil engineering technology or natural resources management in addition to four years of experience

OR

Bachelor's degree from an accredited college or university with major course work in civil engineering technology or natural resources management without any prior work experience.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate valid driver's license.

Iowa Certified Construction Site Pollution Prevention Inspector (ICCSPPPI) certification preferred or must be obtained within 6 months from employment date. Other applicable certifications such as CSM or CPESC are preferred, but not required.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office/field environment; travel from site to site; irregular work hours; exposure to inclement weather; loud noises (>85Db); close proximity to moving machinery; working alongside moving traffic on roads.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; bending, crawling or kneeling during inspection activities; carrying or lifting items greater than 40 pounds; climbing ladders/stairs.



JOB CLASSIFICATION

Job Title	Traffic Operations Supervisor	Job Code	445
Department	Municipal Operations and Programs Public Works	Pay Band	411
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/2005	Adopted	
Amended	4/25/2005, 6/23/2014, 9/18/2017, 11/6/2017, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Coordinate and conduct the skilled, technical, and maintenance work related to the design, installation, maintenance, and repair of the traffic control signal system, signs, and pavement markings; perform a variety of administrative and technical functions in support of the assigned areas of responsibility and complex staff assistance to the ~~Public Works & Parks~~Operations & Maintenance Manager.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction from the ~~Public Works & Parks~~Operations & Maintenance Manager.
- Provides supervision over assigned positions such as: traffic operations staff, including Maintenance Worker and Laborers.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform skilled, technical, and maintenance work to design, install, maintain and repair the traffic signals system, traffic control signs, and pavement markings; perform various administrative tasks to maintain records and inventory of work completed; operate the equipment and vehicles required for the assigned work.
- Coordinate staff assigned to complete the work of the traffic control activities and operations; train staff on services and operations; develop and distribute work orders; maintain work order records for completed work.



JOB CLASSIFICATION

- Recommend and assist in the implementation of goals and objectives for the traffic control operations; establish schedules and methods for providing traffic control services and operations; implement policies and procedures as directed by supervisory and management staff.
- Make recommendations for the development and administration of the traffic control budget; forecast resource requirements; monitor expenditures; recommend purchases of equipment, supplies, and materials; assist with the development of specifications for new purchases as appropriate.
- Supervise and inspect the work performed by private contractors as appropriate; work with contractors to address problems with work and schedules; recommend changes.
- Supervise the use, distribution, and inventory of supplies and materials for the operations and activities of the traffic control operations
- Respond to citizen complaints and inquiries regarding traffic control; perform field inspections of existing signs, markings and signals on city streets; verify compliance with local, state and federal laws, codes and regulations.
- Perform electrical installation and repair projects on public infrastructure.

OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of current trends and innovations in the field of traffic services and operations.
- Assist with the installation of local area networks in city facilities as assigned.
- Conduct special studies and projects as assigned.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Methods, materials, tools, equipment, procedures, practices and theory used in the design, installation, maintenance and repair of traffic signal systems, and traffic control signs and markings.
- Pertinent federal, state and local laws, codes and regulations.
- Manual on Uniform Traffic Control Devices.
- Practices and procedures for traffic signalization systems and equipment.
- Practices and equipment used for pavement marking.



JOB CLASSIFICATION

- Electrical wiring techniques and procedures.
- Principles of supervision, training, and performance evaluation.
- City and departmental policies and procedures
- Modern office procedures, methods, and computer equipment.
- Principles and procedures of record keeping.
- English usage, spelling, grammar, and punctuation.
- Safe work practices.
- Principles and practices in installing local area networks.

ABILITY TO PERFORM

- Understand and interpret plans, blue prints, diagrams, specifications, work orders and notes.
- Estimate time and materials needed for assigned projects.
- Design and interpret sign plans and sketches.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Organize work for appropriate and timely completion.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four years of increasingly responsible experience in traffic signs, signals, and markings work, including two years of supervisory responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.



JOB CLASSIFICATION

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of International Municipal Signal Association (IMSA) Level I and II Certification within one year from the date of employment.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; field and shop environment; travel from site to site; hazards associated with working in and near traffic and in close proximity to moving machinery/equipment; exposure to dust, dirt, inclement weather conditions, electrical hazards, and loud noises (>85dB); working from ladders or other high places.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for carrying or lifting items greater than 40 pounds; sitting, standing, pushing, pulling, stretching, or walking for prolonged periods of time; bending and kneeling; general manual dexterity.



JOB CLASSIFICATION

Job Title	Visitor & Tourism Coordinator	Job Code	791
Department	Municipal Operations and Programs Community Development	Pay Band	30 7
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018
Amended	<u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform a wide variety of responsible, confidential, and complex administrative, technical, and secretarial duties on a day-to-day basis for an assigned department or division; represent the city in a variety of activities by promotion, coordination, and scheduling of those activities; serve as a liaison to other city departments, staff, volunteers, vendors, board members, members/clients, and the general public; schedule, train, and supervise paid and volunteer personnel, as applicable; provide administrative support to a Department Director, Division Manager, supervisor, membership/clients.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the ~~Visitors & Tourism / Cultural~~ Tourism & Cultural Programs Manager.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Answer questions via phone, in person, and email and provide information to the public, outside agencies, and other departments and divisions; receive, refer, or resolve citizen and client complaints and questions; follow up to ensure proper resolution.
- Assist group tour planners by providing newsletters, itineraries, and trip details; serve as the main point of contact for various area attractions, hotels, and restaurants.
- Supervise arrangement of facility and events: arrange chairs, tables, and equipment in designated rooms or other areas for scheduled group activities such as art exhibits, group tours,



JOB CLASSIFICATION

banquets, receptions, parties, group meetings, or events. Receive, store, issue, and operate equipment and supplies.

- Supervise and maintain volunteer program activities: scheduling, training, recruiting, planning, and recognition.
- Maintain gift shop, including stocking, biannual inventory, biannual vendor payment, monthly sales reconciliation, and ordering gift shop items.
- Interpret services and policies to general public, vendors, and public agencies; participate in community meetings and organizational planning.
- Prepare, type, word process, proofread, and independently compose a variety of documents including general correspondence, reports, memoranda, and statistical charts.
- Provide administrative, technical, clerical, and financial support to assist designated staff in the completion of their duties and responsibilities; assist in receipt, distribution, and preparation of mail; assist with operations of computer equipment including loading paper into machines.

OTHER DUTIES AND RESPONSIBILITIES

- Prepare and maintain a variety of files and filing systems; prepare, maintain and update various records; verify and distribute information as requested; photocopy, mail or fax materials as necessary.
- Compile, maintain, produce and distribute various reports and mailings related to operations and services of a department or division: expenditure, revenue, events, paid and volunteer personnel, membership listings, gift shop, etc.
- Attend various staff meetings; assist others answering questions, providing information, or referring to appropriate agencies or personnel about matters related to a department or division.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Communication and public relation skills; business English and spelling.
- Practices, procedures, methods and equipment used in processing invoices and accounts payable.
- Basic principles and practices of financial record keeping and reporting.
- City and departmental ordinances, policies, and procedures related to areas of responsibility.



JOB CLASSIFICATION

- Modern office procedures, methods, and equipment including computers and associated equipment.

ABILITY TO PERFORM

- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Use of independent judgment and personal initiative
- Operate various types of office equipment including telephone, typewriters, computers, printers, facsimile machines, photocopiers, adding and charge card machines, and vehicle.
- Interpret and apply administrative, departmental and divisional policies and procedures.
- Work under pressure while handling a large volume of projects.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years office experience including high levels of public contact and including one year of experience in bookkeeping with experience with computer data entry equipment, and providing administrative and technical support to others.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent with additional specialized training in financial, accounting, or bookkeeping procedures and practices.

LICENSES/CERTIFICATIONS REQUIRED

None.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events.



JOB CLASSIFICATION

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder; general manual dexterity for typing for prolonged periods of time; carrying and lifting items greater than 40 pounds.



JOB CLASSIFICATION

Job Title	Visitors and Tourism Sales & Marketing Coordinator	Job Code	792
Department	Community Development	Pay Band	309
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	03/06/ 20 20	Adopted	4/06/ 20 20
Amended	<u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

This position actively solicits business from a variety of organizations and presents Cedar Falls as a premier meeting and event destination. Through cooperative efforts with the local hospitality industry, destination marketing partners, and community members, the Visitors and Tourism Sales & Marketing Coordinator will work to secure business for the area that generates significant economic impact for our community.

SUPERVISION RECEIVED AND EXERCISED

- | Receives direction from ~~Visitor~~, Tourism and Cultural Programs Manager.
- | This position may provide direction to positions such as: Visitor & Tourism coordinators and assistants.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develop content for marketing materials and coordinate their layout with graphic designer.
- Distribute marketing materials including website, social media, print media, email promotions and direct mail that promote Cedar Falls as a destination for meetings and groups.
- Research meetings and events that complement Cedar Falls' image, amenities and economic development efforts and for the purpose of bringing events to the city. This includes on-line research, attending business to business tradeshow, sales calls, telephone calls and other means of exposure.



JOB CLASSIFICATION

- Maintain a database consisting of potential clients and businesses including pertinent facts about the types and size of events they host, those we have won, and the economic impact of these events.
- Develop relationships with planners to produce leads. This includes active involvement with local, state, regional and national organizations that are likely to produce new meetings and events for the city.
- Build relationships with local hotels and businesses. Organize sales blitzes, cooperative marketing opportunities and create proposals to attract meetings and groups to the city.
- Service events we host by organizing volunteers, shuttle services, scheduling off-site excursions and activities, companion itineraries, speakers and entertainment.
- Maintain relationships with planners we have already hosted to encourage repeat business.
- Respond to all meeting inquiries that come to the Visitors Bureau.
- Connect event planners with community businesses capable of providing products and services required for a successful event.
- Willingness to work some nights and weekends to accommodate events, meeting schedules, and site visits, and to attend shows and out-of-town sales calls.
- Support and assist with duties of the ~~Visitors & Tourism Senior Services~~ Coordinators and Assistants including, but not limited to answering phones, assisting visitors and arrangement of facility for events.

OTHER DUTIES AND RESPONSIBILITIES

- Assist with daily operations of the Visitor Center.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Proficiency with modern office procedures, methods, and computer equipment including word processing, spreadsheets, database management and social media.
- Principles of record keeping, letter writing, and report preparation.
- Exceptional communication skills with ability to execute effective sales presentations.
- Experience in coordinating and administering multiple projects simultaneously.



JOB CLASSIFICATION

- Highly self-motivated and ability to be self-directed.
- Strong organizational skills with attention to detail.
- Committed to relationship-building with strong interpersonal skills.
- Exceptional listening skills and the ability to anticipate business needs.

ABILITY TO PERFORM

- Follow all safety rules and regulations of the City.
- Communicate clearly and concisely, both orally and in writing to inform, motivate and influence.
- Analyze data and convert this information into workable goals for improvement.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Prepare and present clear and concise reports to the Visitors & Tourism Board, City Council and stakeholders.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Effectively utilize: desktop publishing, word processing and spreadsheet applications, Internet, analytics, telephone and office skills, etc.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Three years of experience in sales, marketing, or public relations, preferably in the travel and hospitality industry,

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in sales, marketing, hospitality or business

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS



JOB CLASSIFICATION

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact, frequent interruptions, unusual fatigue factors, and irregular work hours; occasionally subject to outdoor weather conditions.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, and sitting for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions; squatting, bending, and kneeling while performing work activities; general manual dexterity required for typing for prolonged periods of time; carrying or lifting items greater than 40 pounds.



JOB CLASSIFICATION

Job Title	Water Reclamation Manager	Job Code	480
Department	Community Development <u>Public Works</u>	Pay Band	4 14
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Manage, oversee, plan, and coordinate the services and operations of the city's wastewater treatment plant and the maintenance and repair of the sanitary and storm sewer systems; coordinate assigned activities with other divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Director of ~~Community Development~~ Public Works.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction from the Director of ~~Community Development~~ Public Works.
- Exercises direct supervision over ~~positions such as:~~ the Water Reclamation Supervisor. May exercise supervision over positions such as: Plant Operators, Maintenance Workers, Plant Mechanic, and Lab Technician.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinate the organization, staffing, and operational activities for the city's wastewater treatment plant and sanitary and storm sewer collection systems; plan, schedule, and monitor the work of staff in the plant and system operation and maintenance units.
- Participate in the development and implementation of goals, objectives, policies, and priorities for the wastewater treatment plant and sewer system maintenance and operations; identify resource needs; recommend and implement policies and procedures.



JOB CLASSIFICATION

- Select, train, motivate, and evaluate Water Reclamation Division personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Identify opportunities for improving service delivery methods and procedures; coordinate systems and procedures development; review with appropriate management staff; implement improvements.
- Coordinate and monitor the maintenance and repair of mechanical and electrical systems; ensure all preventative maintenance activities are completed; oversee the work of contractors hired to repair and install equipment, machinery, and systems.
- Develop and administer the Water Reclamation Division budget; forecast funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; recommend adjustments as necessary.
- Develop plans for repair and modification of the wastewater treatment plant and sewer systems; recommend upgrades in order to meet increased needs of the wastewater treatment system; develop specifications for various types of new and replacement equipment; initiate requests for capital improvement program projects.
- Conduct compliance and regulatory reviews; evaluate regulations and their potential impact on existing operations and short and long term plans.
- Monitor and develop plant and field operations safety procedures; ensure safe work practices by employees.
- Monitor and ensure the conduct of all preventive maintenance activities to division facilities, equipment, and vehicles; work with other personnel within department to have equipment and vehicle repairs completed.
- Review invoices, accounting reports, and internal division files concerning purchase orders and requisitions; evaluate record keeping processes, administrative reports, project files, and various other correspondence.
- Participate in engineering reviews including plans, drawings, designs, feasibility studies, costs and operational impact analyses; work with engineering personnel in repair and maintenance of facilities and equipment.
- Direct and participate in chemical tests of water samples; analyze effluent discharge; review plant records, gauges, meters and other recording instruments; maintain records and files of all testing.
- Coordinate wastewater plant services and activities with those of other divisions and outside agencies and organizations; provide staff assistance to the Director of ~~Community Development~~Public Works; prepare and present staff reports and other necessary correspondence.
- Inspect grounds, buildings and equipment at the wastewater treatment plants on a regular basis for needed maintenance and repairs.



JOB CLASSIFICATION

- Respond to and resolve difficult and sensitive citizen inquiries and complaints regarding wastewater plant operations.
- Stay informed and up to date on all EPA and OSHA regulations and requirements; adhere to all local, state and federal rules and regulations.
- Respond to emergencies as necessary; coordinate and assign work crews during emergency situations.
- Oversee industrial pre-treatment program; work with local industries and other agencies to ensure compliance with all federal, state and local regulations.

OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of wastewater treatment.
- Provide a variety of public relations activities including presentations and tours of plant facilities.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational procedures and practices of a comprehensive sanitary and storm sewer collection system program.
- Materials, methods, practices and equipment used in wastewater collection, treatment, storage and effluent release.
- Operational characteristics, services and activities of a wastewater treatment plant including operations and maintenance.
- Tools, materials and equipment used in the maintenance and repair of wastewater treatment plants, storm and sanitary sewer collections systems.
- Types and level of maintenance and repair activities generally performed in a wastewater collection and treatment operation.
- General principles of biology, chemistry and mathematics as they relate to the treatment of wastewater.
- Electrical, electronic, mechanical and chemical elements of wastewater collection and treatment.



JOB CLASSIFICATION

- Occupational hazards and standard safety precautions.
- Industrial hazards, toxins and chemical reactions related to wastewater treatment operations.
- Principles and procedures of record keeping and reporting.
- Principles of budget preparation and control.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.
- Laboratory procedures and chemical testing practices related to wastewater treatment operations.
- Recent developments, current literature, and sources of information related to wastewater treatment.

ABILITY TO PERFORM

- Respond effectively and calmly to dissatisfied customers and emergency situations as they arise.
- Perform responsible and difficult work involving the use of independent judgment and personal initiative.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Four to Six years of increasingly responsible experience in the operation and maintenance of wastewater collection and treatment facilities, including two years of supervisory or administrative responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to six years of relevant experience

OR

Bachelor's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to four years of relevant experience.



JOB CLASSIFICATION

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, a valid Grade III Operators Certification from the State of Iowa.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Wastewater treatment plant environment; exposure to potentially hazardous chemicals and fumes; air contamination; dirt, dust, and grease; electrical hazards; exposure to outdoor weather conditions; working with water; working around construction equipment and alongside moving traffic on roads; working in confined spaces; loud noises (>85dB); bodily fluids/communicable diseases.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, walking, stooping or bending for prolonged periods of time; pushing, pulling, reaching above the shoulder motions; carrying or lifting items up to 40 pounds; operating a motor vehicle and other motorized equipment.



JOB CLASSIFICATION

Job Title	Water Reclamation Supervisor	Job Code	680
Department	Community Development <u>Public Works</u>	Pay Band	<u>411</u>
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/10/2003, 6/23/2014, 12/17/2018, <u>06/21/21</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Supervise, plan, coordinate, and participate in the services and operations of the city's water reclamation collection and treatment processes and to coordinate assigned activities with other divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Water Reclamation Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Water Reclamation Manager.

Exercises direct supervision over positions such as: ~~the~~ Operators, Maintenance Workers, Mechanic, and Laboratory Technician.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinate the organization, staffing, and operational activities for the city's Water Reclamation Division including supervision of the sanitary and storm sewer collection system, lift stations, all treatment processes, operations of staff, staff training, and maintenance activities.
- Participate in the development and implementation of goals, objectives, policies and priorities for the Water Reclamation Division; identify resource needs; recommend and implement policies and procedures.



JOB CLASSIFICATION

- Select, train, motivate, and evaluate Water Reclamation Division personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Identify opportunities for improving service delivery and operational methods and procedures; review with appropriate management staff; implement improvements.
- Participate in the development and administration of the Water Reclamation Division budget; forecast funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; recommend adjustments as necessary.
- Participate in and coordinate the monitoring, maintenance, and repair of mechanical and electrical systems; ensure all preventive maintenance activities are completed; oversee the work of contractors hired to repair and install equipment, machinery and systems.
- Coordinate Water Reclamation Division purchasing processes; enter purchase requisitions for operational supplies and equipment; process and review invoices; maintain purchase order files.
- Maintain records of all sanitary and storm sewer collection system, flood levee and treatment activities; compile and submit applicable data to state and federal agencies for operations; maintain database files; prepare all appropriate monthly and other periodic activity reports; conduct tests of water samples and perform chemical analysis; record results of tests; take appropriate action based on test results.
- Oversee industrial pre-treatment program; work with industries and other agencies; ensure compliance with all applicable federal, state and local regulations; provide information and answer questions from industries, members of the public, and other agencies.
- Ensure compliance of staff with all applicable safety standards and regulations; monitor use of safety equipment; develop and present safety training programs.
- Coordinate Water Reclamation Division services and activities with those of other divisions and outside agencies and organizations; provide staff assistance to the Water Reclamation Manager; prepare and present staff reports and other necessary correspondence.
- Inspect grounds, buildings and equipment at the Water Reclamation Division and holding tanks and flood levees for needed maintenance and repairs.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints regarding Water Reclamation Division operations.
- Respond to emergencies as necessary; coordinate and assign work crews during emergency situations.
- Resolve sewer billing complaints; rewrite sewer user fee ordinance as assigned; issue septic tank hauler billings.

OTHER DUTIES AND RESPONSIBILITIES



JOB CLASSIFICATION

- Attend and participate in professional group meetings; stay abreast of new trends, regulations, standards and innovations in the field of water reclamation.
- Participate in the work of plant maintenance and operations staff.
- Provide tours of the wastewater treatment plant to various groups.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational procedures and practices of a comprehensive wastewater treatment program.
- Materials, methods, practices and equipment used in wastewater treatment.
- Operational characteristics, services, and activities of a wastewater treatment program including operations and maintenance of the wastewater treatment plant, sanitary and storm sewer systems and lift stations.
- Tools, materials, and equipment used in the maintenance and repair of wastewater treatment plants, sanitary sewer systems and lift stations.
- Types and level of maintenance and repair activities performed in a wastewater treatment storage, collection, and distribution operation.
- General principles of biology, chemistry and mathematics as they relate to wastewater treatment.
- Electrical, mechanical, biological and chemical elements of wastewater treatment, sanitary and storm water collection systems, including lift stations.
- Occupational hazards and standard safety precautions.
- Industrial hazards, toxins and chemical reactions related to wastewater treatment operations.
- Principles and procedures of record keeping and reporting.
- Principles of budget preparation and control.
- Principles of supervision, training and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.
- Recent developments, current literature and sources of information related to the wastewater treatment, sanitary and storm water collection field.



JOB CLASSIFICATION

ABILITY TO PERFORM

- Respond effectively and calmly to dissatisfied customers and emergency situations as they arise.
- Perform responsible and difficult work involving the use of independent judgment and personal initiative.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two to four years of increasingly responsible experience in the operation and maintenance of a wastewater treatment plant, including one year of lead responsibility.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to at least four years of relevant experience

OR

Bachelor's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to at least two years of relevant experience.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of a valid Class III Operators Certification from the State of Iowa.



JOB CLASSIFICATION

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Wastewater treatment plant environment; exposure to potentially hazardous chemicals and fumes; air contamination; dirt, dust, and grease; electrical hazards; exposure to outdoor weather conditions; working with water; working around construction equipment and alongside moving traffic on roads; working in confined spaces; loud noises (>85dB); bodily fluids/communicable diseases.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, walking, stooping or bending for prolonged periods of time; pushing, pulling, reaching above the shoulder motions; carrying or lifting items up to 40 pounds; operating a motor vehicle and other motorized equipment.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 17, 2021
SUBJECT: FY2022 Payroll Resolution

Please find attached the following items that cover the period from June 26, 2021 to June 24, 2022:

- FY2022 Payroll Resolution
- FY2022 Pay Plan and Pay Grade Schedules
- FY2022 Workshop/Session/Event Pay Plan
- The pay schedules for the union groups

The payroll resolution implements the 2.25% across the board increase for the last year of the 5-year contract as negotiated with the Parks/Public Works Union and the Police/Public Safety Union. You may recall that the fifth-year increase is based on the average of the CPI over the past 12 months + .75%, but no less than 2% and no more than 3%. Therefore, the union wage increase is 2.25% based on the CPI calculation.

The resolution also implements the merit awards for the non-union group. These increases are based on a pool that is equivalent to the weighted average of the bargaining groups, each employee's performance evaluation, and their respective pay band classification. The resolution also authorizes the pay for the Paid-On-Call (POC's) not covered under union contract.

If you have any questions, please feel free to contact me.

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Ron Gaines	City Administrator		95.125
	Longevity		0.260
	Longevity, February 16, 2022		0.317
Shane Graham	Economic Development Coordinator	412	40.508
	Longevity		0.087
Amanda Huisman	Communication Specialist	409	36.168
<u>DEPARTMENT OF FINANCE & BUSINESS OPERATIONS</u>			
<u>ADMINISTRATION DIVISION</u>			
Jennifer Rodenbeck	Director of Finance & Business Operations	420	82.696
	Longevity		0.490
Cathy Niebergall	Financial Technician (Part-Time)	308	32.152
<u>FINANCIAL SERVICES DIVISION</u>			
Heidi Andersen	Financial Clerk (Part-Time)	306	20.137
Patricia Freese	Financial Clerk (Part-Time)	306	20.536
Katherine Aguiar	Payroll/HR Technician	307	22.967
	Longevity		0.144
Paul Kockler	Accountant	409	34.975
Andrea Ludwig	Financial Clerk	306	20.917
	Longevity		0.087
	Longevity, January 7, 2022		0.144
Lisa Roeding	Controller/City Treasurer	414	51.915
	Longevity		0.317
<u>HUMAN RESOURCES DIVISION</u>			
Toni Babcock	Human Resources Manager	414	45.673
Brenda Balvanz	Personnel Specialist	309	42.102
	Longevity		0.433
Colleen Sole	Personnel Specialist	309	36.834
	Longevity		0.260
<u>PUBLIC RECORDS DIVISION</u>			
Marcie Breitbach	Administrative Supervisor	409	26.913
	Longevity		0.087

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Jacqueline Danielsen	City Clerk Longevity	413	47.664 0.606
Amy Eggleston	Administrative Assistant Longevity, April 3, 2022	305	19.112 0.087
Courtney Fisher	Administrative Assistant (Part-Time)	305	19.436
Joanne Goodrich	Administrative Assistant Longevity	305	23.922 0.375
Haley Habinck	Administrative Assistant (Part-Time)	305	17.084
Jodi Harn	Administrative Assistant	305	17.749
Kim Kerr	Administrative Supervisor Longevity Longevity, November 17, 2021	409	26.913 0.202 0.260
Linda Loy	Administrative Assistant (Part-Time)	305	17.749
Lisa Reiter	Administrative Assistant Longevity Longevity, September 6, 2021	305	23.977 0.144 0.202
Karen Stevens	Administrative Assistant	305	18.212
Katherine Terhune	Administrative Assistant	305	17.749
<u>INFORMATION SYSTEMS DIVISION</u>			
Scott Ameling	Information Systems Technician I	306	20.443
Denny Bowman	Cable Television & Telecommunications Supervisor Longevity Longevity, February 23, 2022	412	41.402 0.260 0.317
Shelby Gappa	Production Assistant II (Part-Time)	016	13.630
Cory Hines	GIS Analyst Longevity	411	POC 41.605 0.087
Dan Jaeger	Information Systems Technician II Longevity Longevity, September 6, 2021	308	POC 31.006 0.260 0.317
Angela Lindley	Graphic Designer/Web Maint. Technician (Part-Time)	307	22.548
Michael Mennan	Video Production Specialist	308	26.322
Jeremy Ott	Video Production Supervisor Longevity Longevity, December 1, 2021	311	33.629 0.087 0.144

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Julia Sorensen	Information Systems Manager Longevity, May 1, 2021	415	48.843 0.087
Pat Williams	Network Administrator Longevity	411	43.473 0.375
<u>LEGAL SERVICES DIVISION</u>			
Kevin Rogers	City Attorney Longevity, November 1, 2020	419	76.688 0.087
<u>PARKING</u>			
Jillane Conradi	PT - Parking Meter Attendant	PT-1 H	19.575
Levi Hoffman	PT - Parking Meter Attendant November 26, 2021	PT-1 A PT-1 B	15.915 16.391
Victoria Satterlee	PT-Parking Metter Attendant	PT-1 H	19.575
<u>LIBRARY</u>			
Kristi Anhalt	Librarian (Part Time)	409	36.194
Jessica Bamford-Love	Library Assistant Longevity	305	18.607 0.087
William Boelts	Library Assistant (Part-Time)	305	17.661
Jennifer Brannan	Library Assistant	305	17.786
Lexi Byrnes	Library Assistant (Part-Time)	305	17.786
Bryanna Carlisle	Intern I (Part-Time)	010	8.629
Ayoko Condon	Intern I (Part-Time)	010	8.848
Amanda Cruz	Library Assistant (Part-Time)	305	20.546
Timothy Daniels	Library Administrative Assistant	306	19.888
Bryony Diaz Rodriguez	Library Assistant (Part-Time)	305	18.438
Terry Duncan	Library Assistant (Part-Time)	305	17.595
Aimee Erne	Library Page (Part-Time)	301	10.940
Erin Gitchell Thompson	Technology Librarian Longevity, September 10, 2021	409	28.854 0.087
Dawn Groskurth	Library Page (Part-Time)	301	11.079
Rebecca Hosford	Youth Services Senior Librarian	412	34.679

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Mary Kabel	Library Education Coordinator (Part-Time)	308	27.565
Nona Kanago	Library Page (Part-Time)	301	12.458
David Keiser	Library Page (Part-Time)	301	10.463
Trevor Krug	Library Assistant (Part-Time)	305	17.595
Robert LaFountain	Facility Assistant (Part-Time)	013	10.195
Elizabeth Lavenz	Library Page (Part-Time)	301	9.939
Rena Loomis	Library Assistant Longevity	305	25.042 0.663
Chelsea McNamee	Library Assistant (Part-Time)	305	17.595
Dan Meier	Library Assistant Longevity	305	23.546 0.144
Katherine Nedwick	Library Assistant	305	19.028
Laura Pagel	Library Assistant Longevity	305	19.203 0.087
Anastasia Parsons	Library Assistant (Part-Time)	305	17.084
Ambri Refer	Librarian (Part Time)	409	27.079
Marykaye Roberts	Library Assistant Longevity Longevity, June 21, 2022	305	18.830 0.087 0.144
Kelly Stern	Library Director Longevity	417	50.979 0.202
Amy Stuenkel	Senior Librarian Longevity	412	37.861 0.144
Tiana Taylor	Library Assistant (Part-Time)	305	17.786
Julia Wehr	Library Assistant (Part-Time)	305	18.240
Michael Welch	Librarian (Part Time)	409	26.680

DEPARTMENT OF COMMUNITY DEVELOPMENT**ADMINISTRATION DIVISION**

Stephanie Houk Sheetz	Director of Community Development Longevity Longevity, July 28, 2021	420	68.014 0.087 0.144
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PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
<u>PLANNING & COMMUNITY SERVICES DIVISION</u>			
Jaydevsinh Atodaria	Planner I	307	29.179
Robyn Cusmano	Housing Program Specialist (Part-Time)	306	19.625
Karen Howard	Planning & Comm Serv. Manager Longevity, March 12, 2022	415	52.568 0.087
Michelle Pezley	Planner III	412	35.262
Richard "Chris" Sevy	Planner I	307	28.294
Thomas Weintraut	Planner III	412	43.269
<u>INSPECTION SERVICES DIVISION</u>			
Jamie Castle	Inspection Services Mgr. Longevity, April 24, 2022	414	45.039 0.087
Jeffrey Craig	Inspector	309	28.650
John Henderson	Inspector Longevity	309	36.719 0.202
Jason Mai	Inspector Longevity, April 17, 2021	309	29.412 0.087
Gregory Rekward	Code Enforcement Officer	307	24.002
Mark Sturm	Inspector Longevity Longevity, March 9, 2022	309	37.799 0.202 0.260
Joel Wardell	Inspector Longevity, May 30, 2022	309	28.933 0.087
<u>V&T/CULTURAL SERVICES DIVISION</u>			
Adam Bolander	V&T Sales/Marketing Coordinator	309	26.988
Bonita Cunningham	Office Assistant (Part-Time)	304	16.566
Emily Drennen	Hearst Coordinator (Part-Time)	308	29.217
Abby Haigh	Office Assistant (Part-Time)	304	16.958
Angela Hickok	Education Coordinator (Part-Time)	308	24.849
Maggie Hines	Hearst Assistant (Part-Time)	013	10.102
Sheri Huber-Otting	Program Coordinator (Part-Time)	307	22.605

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Debra Lewis	Office Assistant (Part-Time)	304	16.610
Kimberly Manning	Visitors & Tourism/Cultural Programs Manager Longevity	413	51.024 0.375
Linda Maughan	Office Assistant (Part-Time)	304	16.958
Heather Skeens	Cultural Programs Supervisor Longevity, November 13, 2021	411	32.669 0.087
Lea Stewart	Sr. Service Coordinator (Part-Time)	305	19.840
Claire Timmerman	Hearst Lab Technician (Part-Time)	015	11.248
Ana Verastegui	Office Assistant (Part-Time)	304	16.610
Rebekah Wagner	V&T Coordinator (Part-Time)	307	23.096

RECREATION & MUNICIPAL PROGRAMS DIVISION

Christine Anderson	Recreation Program Coordinator (Part-Time)	309	29.716
Megan Gerhardt	Fitness Coordinator (Part-Time)	409	28.937
Brock Goos	Recreation Program Supervisor Longevity	411	40.675 0.433
James LillibrIDGE	Recreation & Community Programs Manager	413	39.615
Chris Schoentag	Recreation Program Supervisor Longevity	411	32.989 0.375
Kari Voss	Administrative Supervisor September 12, 2021	409 409	24.840 25.905

DEPARTMENT OF PUBLIC WORKS**ADMINISTRATION DIVISION**

Chase Schrage	Director of Public Works Longevity	420	65.582 0.144
Julia Donahue	Administrative Assistant	305	24.684
Laurie Lynch	Administrative Assistant (Part-Time)	305	17.781
Brian Heath	Public Works & Parks Manager Longevity	415	64.233 0.663

ENGINEERING DIVISION

Brett Armstrong	Civil Engineer I	410	31.080
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PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Benjamin Claypool	Civil Engineer II	411	35.037
Nicholas Erickson	Engineering Technician II Longevity	309	POC 29.759 0.087
Brad Foulk	Engineering Technician II Longevity	309	27.411 0.087
Maria Perez Gonzalez	Storm Water Specialist	309	32.839
J. Cody Hager	Engineering Technician II Longevity Longevity, April 3, 2022	309	37.391 0.260 0.317
Donald McKinney	Engineering Technician II	309	29.315
Kevin Niebuhr	Engineering Technician II Longevity	309	33.968 0.663
Matthew Tolan	Civil Engineer II Longevity, September 25, 2021	411	36.506 0.087
David Wicke	City Engineer	417	65.002
<u>CEMETERY SECTION</u>			
Jeremiah Hook	Equipment Operator	17 H	28.715
Brett Morris	Public Works & Parks Supervisor Longevity	411	32.279 0.087
Nicholas "Joel" Sires	Laborer (Part-Time) April 2, 2022	8 E 8 F	17.367 17.886
<u>PARK SECTION</u>			
Kim Armstrong	Laborer (Part-Time) March 27, 2022	8 F 8 G	17.886 18.423
Robert Conrad	Laborer (Part-Time)	8 H	19.167
Scott Crawford	Maintenance Worker October 11, 2021	15 F 15 G	24.492 25.227
Kevin Cross	Public Works & Parks Supervisor Longevity Longevity, April 6, 2022	411	POC 43.732 0.202 0.260
Andrew Hoyer	Equipment Operator July 21, 2021	17 D 17 E	25.257 26.021
Allen Iverson	Laborer (Part-Time) September 14, 2021	8 B 8 C	15.891 16.368

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Shem McCoy	Laborer (Part-Time)	8 C	16.368
	August 13, 2021	8 D	16.861
Greg Miller	Laborer (Part-Time)	8 H	19.167
Ryan Rieger	Arborist	308	29.133
Harold Runkle	Senior Groundskeeper	17 H	28.715
	Longevity		0.663
Tobias Sires	Arborist	308	24.510

BUILDING MAINTENANCE SECTION

Matthew Buck	Bldg. Maintenance Supervisor	411	POC	38.302
	Longevity			0.202
Brett Riley	Maintenance Worker	15 D		23.085
	March 18, 2022	15 E		23.772

REFUSE OPERATIONS SECTION

Jeff Bass	Maintenance Worker (Part-Time)	15 D		23.085
	October 8, 2021	15 E		23.772
Benjamin Bausman	Maintenance Worker	15 C		22.417
	July 8, 2021	15 D		23.085
Christopher Blohn	Maintenance Worker	15 G		25.227
	May 23, 2022	15 H		26.246
Stephanie Camargo	Maintenance Worker (Part-Time)	15 D		23.085
	March 18, 2022	15 E		23.772
Richard Christensen	Maintenance Worker (Part-Time)	15 D		23.085
	October 8, 2021	15 E		23.772
Lisa Conrad	Maintenance Worker (Part-Time)	15 D		23.085
	October 8, 2021	15 E		23.772
Scott Dagit	Maintenance Worker (Part-Time)	15 C		22.417
	February 26, 2022	15 D		23.085
Darwin Fleshner	Maintenance Worker (Part-Time)	15 D		23.085
	October 8, 2021	15 E		23.772
Scott Goodenbour	Maintenance Worker	15 H		26.246
Robert Martin	Maintenance Worker (Part-Time)	15 D		23.085
	December 26, 2021	15 E		23.772

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Mike Ravn	Maintenance Worker (Part-Time)	15 D	23.085
	October 8, 2021	15 E	23.772
Doyle Smith	Public Works & Parks Supervisor	411	37.377
	Longevity		0.375
	Longevity, March 14, 2022		0.433
Kevin Tegtmeier	Maintenance Worker	15 H	26.246
	Longevity		0.663
Roy Trenkamp	Maintenance Worker	15 H	26.246
<u>WATER RECLAMATION DIVISION</u>			
Ryan Bonjour	Maintenance Worker	15 H	26.246
Tyler Griffin	Water Reclamation Supervisor	411	POC 38.406
	Longevity		0.202
John Koch	Waste Water Operator I	16 H	27.451
Keith Lewis	Waste Water Operator I	16 H	27.451
Jeremy Northrup	Waste Water Operator I	16 H	27.451
Michael Nyman	Water Reclamation Manager	414	POC 48.820
	Longevity		0.548
	Longevity, July 30, 2021		0.606
Landon Parmer	Maintenance Worker	15 D	23.085
	June 3, 2022	15 E	23.772
Chris Robinson	Equipment Mechanic	18 H	30.027
Rodney Smith	Waste Water Operator II	18 H	30.027
	Longevity		0.606
Kelly Tegtmeier	Maintenance Worker	15 H	26.246
	Longevity		0.663
Ted Timson	Maintenance Worker	15 H	26.246
Patricia Tometich	Laboratory Technician	18 G	28.866
	May 23, 2022	18 H	30.027
Morgan Williams	Waste Water Operator I	16 A	22.098
	September 8, 2021	16 B	22.762
	March 8, 2022	16 C	23.443
<u>SANITARY SEWER SECTION</u>			
Larry Camarata	Maintenance Worker	15 H	26.246

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Josh Timmerman	Equipment Operator	17 H	28.715
<u>STREET CONSTRUCTION SECTION</u>			
Adam Burg	Equipment Operator	17 H POC	28.715
Virgil Butterfield	Maintenance Worker (Part-Time)	15 H	26.246
Jacob Clark	Maintenance Worker October 1, 2021	15 D 15 E	23.085 23.772
James Dietz	Maintenance Worker August 31, 2021	15 G 15 H	25.227 26.246
Dennis Douglas	Equipment Operator	17 H	28.715
Rick Ehmen	Maintenance Worker	15 H	26.246
Royce Eiklenborg	Maintenance Worker	15 H	26.246
Mark Forrester	Equipment Operator Longevity	17 H	28.715 0.663
Kathy Gaede	Maintenance Worker (Part-Time) February 13, 2022	15 E 15 F	23.772 24.492
Robert Henry, Jr.	Maintenance Worker	15 H	26.246
Trevor Johnson	Maintenance Worker February 24, 2022	15 C 15 D	22.417 23.085
Cody Kayser	Equipment Operator July 18, 2021	17 F 17 G	26.797 27.606
Ken Lewis	Maintenance Worker	15 H	26.246
Casey Paine	Maintenance Worker September 30, 2021	15 B 15 C	21.761 22.417
Josiah Smith	Maintenance Worker October 7, 2021	15 C 15 D	22.417 23.085
Mike Soppe	Public Works & Parks Supervisor Longevity	411	32.604 0.317
Travis Schlamp	Equipment Operator	17 H	28.715
Joe Tegtmeier	Maintenance Worker	15 H	26.246
Jason Yearous	Public Works & Parks Supervisor Longevity Longevity, June 30, 2021	411	31.855 0.087 0.144

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Carl Yokem	Maintenance Worker	15 H	26.246
<u>TRAFFIC OPERATIONS SECTION</u>			
Brian Graham	Maintenance Worker	15 H	POC 26.246
Matthew Lukehart	Traffic Operations Supervisor Longevity, March 1, 2022	411	33.100 0.087
<u>VEHICLE MAINTENANCE SECTION</u>			
Derek Gearhart	Equipment Mechanic April 30, 2022	18 E 18 F	27.210 28.031
Andrew Lee	Asst. Equipment Mechanic June 27, 2021	15 B 15 C	21.761 22.417
Richard Mitchell	Asst. Equipment Mechanic (Part-Time) June 27, 2021.	15 B 15 C	21.761 22.417
Dustin Rawdon	Fleet Maintenance Supervisor Longevity Longevity, February 16, 2022	411	39.142 0.202 0.260
Robert Richardson	Equipment Mechanic	18 H	30.027
Brian Steinlage	Equipment Mechanic	18 H	30.027
Bradley Yearling	Equipment Mechanic July 22, 2021	18 C 18 D	25.649 26.424
<u>PUBLIC SAFETY SERVICES DEPARTMENT</u>			
<u>ADMINISTRATION DIVISION</u>			
Jeffrey Olson	Director of Public Safety Services Longevity	420	80.857 0.663
<u>FIRE DIVISION</u>			
John Bostwick	Asst. Director of Public Safety Serv./Fire Chief Longevity	416	64.559 0.663
Thomas Baltés	Public Safety Officer	PSO-2-III	34.206
Derek Brown	Fire Captain Longevity	411	PSO 47.124 0.433
Chris Copp	Public Safety Officer Longevity Longevity, August 26, 2021	PSO-2-IX	39.570 0.202 0.260
Scott Dougan, Jr.	Public Safety Officer	PSO-2-III	34.206

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Joshua Getz	Public Safety Officer	PSO-2-II	33.533
	August 12, 2021	PSO-2-III	34.206
Brooke Helgeson	Public Safety Officer	PSO-2-III	34.206
	Longevity, August 21, 2021		0.087
Matt Krueger	Public Safety Officer	PSO-2-IX	39.570
	Longevity		0.202
	Longevity, August 26, 2021		0.260
Zachary Ladage	Public Safety Supervisor - Lieutenant	412	43.782
	Longevity		0.260
Austin Lechtenberg	Public Safety Officer	PSO-2-III	34.206
Kyle Manternach	Public Safety Officer	PSO-2-III	34.206
Shea McNamara	Public Safety Supervisor-Lieutenant	412	45.921
	Longevity		0.144
Javier Mercado	Public Safety Officer	PSO-2-VI	36.302
	January 7, 2022	PSO-2-VII	37.569
	Longevity		0.144
Tyler Putney	Public Safety Officer	PSO-2-III	34.206
Maxton Ross	Public Safety Officer	PSO-2-I	30.374
	July 1, 2021	PSO-2-II	33.533
Lucas Schmidt	Public Safety Officer	PSO-2-III	34.206
Kurt Schreiber	Police Lieutenant	412	48.947
	Longevity	PSO	0.433
	Longevity, May 27, 2022		0.490
Ethan Schultzen	Public Safety Officer	PSO-2-II	33.533
	December 23, 2021	PSO-2-III	34.206
Samual Shafer	Public Safety Officer	PSO-2-IX	39.570
	Longevity		0.202
	Longevity, October 6, 2021		0.260
Brad Sherwood	Fire Captain	411	38.245
	Longevity		0.375
Timothy Smith	Public Safety Supervisor-Captain	414	56.612
	Longevity		0.260
	Longevity, August 8, 2021		0.317
Todd Taylor	Fire Captain	411	34.852
	Longevity		0.260

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Kelli Yates	Public Safety Supervisor-Captain Longevity Longevity, September 3, 2021	414	55.281 0.317 0.375
Nolan Young	Public Safety Officer Longevity, January 29, 2022	PSO-2-III	34.206 0.087
John Zolondek	Public Safety Supervisor-Lieutenant Longevity	412	45.921 0.260
<u>POLICE DIVISION</u>			
Marissa Abbott	Public Safety Officer	PSO-2-III	34.206
Tryston Adelmund	Public Safety Officer October 14, 2021	PSO-2-II PSO-2-III	33.533 34.206
Carson Barron	Public Safety Officer Longevity	PSO-2-IV	34.892 0.087
Christian Baumgartner	Public Safety Officer March 2, 2022	PSO-1-II PSO-1-III	30.074 30.678
Martin Beckner	Public Safety Supervisor-Lieutenant Longevity	412	50.529 0.375
Ryan Bellis	Public Safety Officer Longevity Longevity, September 3, 2021	PSO-2-IX	39.570 0.317 0.375
Matthew Belz	Police Officer Longevity	P2-IX	35.489 0.260
Craig Berte	Asst. Director of Public Safety Serv./Police Chief Longevity Longevity, January 28, 2022	416	66.891 0.548 0.606
Daniel Brown	Police Lieutenant Longevity	412	45.758 0.663
Kaleb Bruggeman	Public Safety Officer	PSO-2-III	34.206
Katie Burkhardt	Public Safety Officer Longevity	PSO-2-IX	39.570 0.317
Gavin Carman	Acting Police Lieutenant Public Safety Officer Longevity Longevity, August 26, 2021	412 PSO-2-IX	PSO 41.549 39.570 0.202 0.260
Jovan Creighton	Public Safety Officer February 18, 2022 Longevity	PSO-2-V PSO-2-VI	35.591 36.302 0.144

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Paula Czarnetzki	Crossing Guard (Part-Time)	PT-2	15.915
Cedric Danilson	Public Safety Officer Longevity, April 23, 2022	PSO-2-III	34.206 0.087
Dusanka Devic	Public Safety Officer August 9, 2021 Longevity	PSO-2-III PSO-2-IV	34.206 34.892 0.087
Alexis Eick	Community Service Officer I (Part-Time)	015	12.057
Clinton Ferguson	Public Safety Officer Longevity	PSO-2-IV	34.892 0.087
Thomas Fey	Public Safety Officer May 21, 2022 Longevity	PSO-2-III PSO-2-IV	34.206 34.892 0.087
Cristina Flores-Henriquez	Community Service Officer I (Part-Time)	015	12.057
Carter Fredrickson	Community Service Officer I (Part-Time)	015	11.759
Joseph Gale	Crossing Guard (Part-Time)	PT-2	15.915
Dee Gallaher	Crossing Guard (Part-Time)	PT-2	15.915
Jonathan Gerzema	Police Lieutenant Longevity Longevity, December 27, 2021	412	41.827 0.144 0.202
Dennis Gilroy	Crossing Guard (Part-Time)	PT-2	15.915
Michael Haislet	Police Lieutenant Longevity	412 PSO	44.292 0.375
Grant Halbur	Community Service Officer I (Part-Time)	015	12.057
Adam Hancock	Public Safety Officer Longevity, January 30, 2022	PSO-2-III	34.206 0.087
Kristi Hanson	Public Safety Officer January 11, 2022	PSO-1-I PSO-1-II	27.241 30.074
Jeff Harrenstein	Police Captain Longevity Longevity, January 28, 2022	414 PSO	56.625 0.548 0.606
Michael Hayes	Police Captain Longevity	414 PSO	58.878 0.663
Kevin Hernandez	Public Safety Officer January 29, 2022 Longevity, January 29, 2022	PSO-2-III PSO-2-IV	34.206 34.892 0.087

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Brooke Heuer	Public Safety Supervisor-Lieutenant Longevity	412	52.244 0.375
Morgan Hoeft	Public Safety Officer August 12, 2021	PSO-2-II PSO-2-III	33.533 34.206
Hannah Hoffa	Public Safety Officer	PSO-2-III	34.206
Mark Howard	Public Safety Supervisor-Captain Longevity	414	58.026 0.260
Brian Johannsen	Public Safety Officer Longevity Longevity, August 29, 2021	PSO-2-IX	39.570 0.202 0.260
Cassandra Knudtson	Community Service Officer I (Part-Time)	015	11.759
Brennan Kohls	Office Assistant (Part-Time)	304	16.555
John Kramer IV	Public Safety Officer July 16, 2021	PSO-1-I PSO-1-II	27.241 30.074
Tyler Lenox	Public Safety Officer	PSO-2-III	34.206
Branden Madsen	Public Safety Officer Longevity, August 21, 2021	PSO-2-III	34.206 0.087
Michael Marcotte	Public Safety Officer August 15, 2021 Longevity	PSO-2-III PSO-2-IV	34.206 34.892 0.087
Stephanie Moore	Public Safety Officer Longevity	PSO-2-IX	39.570 0.317
Dennis O'Neill	Public Safety Supervisor-Lieutenant Longevity Longevity, August 30, 2021	412	51.381 0.375 0.433
Nicholas Puls	Police Officer Longevity Longevity, September 19, 2021	P2-IX	35.489 0.260 0.317
Troy Purdy	Public Safety Officer Longevity Longevity, November 3, 2021	PSO-2-IX	39.570 0.375 0.433
Kari Rea	Public Safety Supervisor-Lieutenant Longevity Longevity, November 26, 2021	412	44.577 0.317 0.375
Liesel Alexandria Reimers	Public Safety Officer Longevity, April 23, 2022	PSO-2-III	34.206 0.087

PAYROLL RESOLUTION FY 2022

June 26, 2021 - June 24, 2022

FY2021

NAME	POSITION	BAND	HOURLY
Preston Russell	Public Safety Officer Longevity, October 30, 2021	PSO-2-III	34.206 0.087
Caitlin Ryan	Public Safety Officer July 13, 2021	PSO-1-I PSO-1-II	27.241 30.074
Kendall Schwan	Public Safety Officer October 3, 2021 Longevity	PSO-2-III PSO-2-IV	34.206 34.892 0.087
Jeffrey Sitzmann	Police Captain Longevity	414 PSO	56.607 0.490
Kaylee Stevenson	Community Service Officer I (Part-Time)	015	12.057
Tami Taber	Office Assistant (Part-Time)	304	16.658
Stephanie Tejeda-Gasca	Community Service Officer I (Part-Time) October 7, 2021	015 015	11.000 11.500
Eric VanHorn	Public Safety Officer	PSO-2-III	34.206
Laura VanPatten	Crossing Guard (Part-Time)	PT-2	15.915

F- Frozen Pay

M - Maximum pay

POC - Paid-On-Call

PSO - Public Safety Officer

CITY OF CEDAR FALLS, IOWA
SPECIAL PURPOSE & SEASONAL SALARY SCHEDULE
EFFECTIVE JUNE 26, 2021

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Concession Stand Attendant Garden Assistant Intern I Library Shelver Recreation Division Aid Swimming Lesson Aid	NE	010	7.400		10.798
Swimming Pool Maintenance	NE	011	9.437		11.653
Life Guards Swimming Instructors	NE	012	9.733		12.723
Ballfield Maintenance Child Care Coaches Counselors Facility Assistant Head Life Guard Head Swimming Instructor Rec Center Receptionist V & T/Hearst Assistant	NE	013	9.971		13.792
Laborer Office Assistant Swimming Pool Assistant Manager	NE	014	10.440		14.861
Community Service Officer I Hearst Lab Technician Hearst Program Assistant Hearst Special Purpose Intern II Library Special Purpose Recreation Program Coordinator I Swimming Pool Manager	NE	015	10.942		16.036
Production Assistant I	NE	016	11.763		17.213
Community Service Officer II Housing Intern Intern III Production Assistant II Recreation Program Coordinator II	NE	017	12.587		18.549

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 26, 2021**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Library Page	NE	301	9.939	12.425	16.153
	NE	302	12.340	15.420	20.042
	NE	303	14.727	18.409	23.933
Office Assistant	NE	304	15.901	19.876	25.839
Administrative Assistant Library Assistant Senior Services Coordinator	NE	305	17.084	21.358	27.768
Administrative Assistant - Lead Administrative Assistant - Library Financial Clerk Housing Program Specialist Information Systems Technician I	NE	306	18.838	23.550	30.617
Code Enforcement Officer Community Services Coordinator Engineering Technician I Graphic Designer Payroll/HR Technician Planner I Program Coordinator V & T Coordinator	NE	307	21.194	26.493	34.441
Arborist Civil CAD Technician Education Coordinator Financial Technician Hearst Coordinator Information Systems Technician II Video Production Specialist	NE	308	23.549	29.435	38.266
Engineering Technician II Inspector Human Resource Specialist Rec Program Coordinator Storm Water Specialist V & T Sales & Marketing Coordinator	NE	309	25.905	32.384	42.102

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 26, 2021**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Video Production Supervisor	NE	310	28.251	35.311	45.902
	NE	311	30.606	38.254	49.728
	NE	312	32.962	41.202	53.563
	NE	313	35.308	44.135	57.376
	NE	314	37.674	47.089	61.212
	NE	315	40.008	50.010	65.013
	NE	316	42.365	52.959	68.849
	NE	317	45.892	57.368	74.581
	NE	318	50.604	63.254	82.229
	NE	319	55.295	69.119	89.855
	NE	320	60.073	75.094	97.625

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 26, 2021**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
	E	401	9.939	12.425	16.153
	E	402	12.340	15.420	20.042
	E	403	14.727	18.409	23.933
	E	404	15.901	19.876	25.839
	E	405	17.084	21.358	27.768
	E	406	18.838	23.550	30.617
	E	407	21.194	26.493	34.441
	E	408	23.549	29.435	38.266
Accountant Administrative Supervisor Communications Specialist Fitness Coordinator Librarian Technology Librarian	E	409	25.905	32.384	42.102
Civil Engineer I Planner II	E	410	28.251	35.311	45.902
Building Maintenance Supervisor Civil Engineer II Cultural Programs Supervisor Fire Captain Fleet Maintenance Supervisor GIS Analyst Land Surveyor Network Administrator Public Works & Parks Supervisor Recreation Programs Supervisor Traffic Operations Supervisor Water Reclamation Supervisor	E	411	30.606	38.254	49.728

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 26, 2021**

Item 14.

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Cable TV & Telecommunications Supervisor Economic Development Coordinator Planner III Police Lieutenant Police Lieutenant - PSO Public Safety Supervisor - Lieutenant Senior Librarian	E	412	32.962	41.202	53.563
City Clerk Fire Battalion Chief Principal Engineer Recreation & Community Programs Manager Visitors & Cultural Programs Manager	E	413	35.308	44.135	57.376
Controller/City Treasurer Human Resources Manager Inspection Services Manager Police Captain Police Captain - PSO Public Safety Supervisor - Captain Water Reclamation Manager	E	414	37.674	47.089	61.212
Information Systems Manager Planning & Community Services Manager Public Works & Parks Manager	E	415	40.008	50.010	65.013
Asst Public Safety Director/Chief - Police Asst Public Safety Director/Chief - Fire	E	416	42.365	52.959	68.849
City Engineer Library Director	E	417	45.892	57.368	74.581
	E	418	50.604	63.254	82.229
City Attorney	E	419	55.295	69.119	89.855
Director of Community Development Director of Finance & Business Operations Director of Public Safety Services Director of Public Works	E	420	60.073	75.094	97.625

CITY OF CEDAR FALLS Final		Effective 7/1/2021	FY22 GRADE ORDER LIST: OPEN PLAN			
Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
20	DIRECTOR OF COMMUNITY DEVELOPMENT	CD-ADMIN	\$60.073	\$75.094	\$97.625	E
	DIRECTOR OF FINANCE & BUSINESS OPERATIONS	FINANCE ADMIN				E
	DIRECTOR OF PUBLIC WORKS	PUBLIC WORKS ADMIN				E
	DIRECTOR OF PUBLIC SAFETY SERVICES	PUBLIC SAFETY ADMIN				E
19	CITY ATTORNEY	LEGAL	\$55.295	\$69.119	\$89.855	E
18	VACANT		\$50.604	\$63.254	\$82.229	
17	CITY ENGINEER	ENGINEERING	\$45.892	\$57.368	\$74.581	E
	LIBRARY DIRECTOR	LIBRARY				E
16	ASST PUBLIC SAFETY DIRECTOR/CHIEF - POLICE	POLICE	\$42.365	\$52.959	\$68.849	E
	ASST PUBLIC SAFETY DIRECTOR/CHIEF - FIRE	FIRE				E
15	INFORMATION SYSTEMS MANAGER	INFORMATION SYSTEMS	\$40.008	\$50.010	\$65.013	E
	PUBLIC WORKS & PARKS MANAGER	PUBLIC WORKS ADMIN				E
	PLANNING & COMMUNITY SERVICES MANAGER	PLANNING				E
14	WATER RECLAMATION MANAGER	WATER RECLAMATION	\$37.674	\$47.089	\$61.212	E
	INSPECTION SERVICES MANAGER	INSPECTION SERVICES				E
	HUMAN RESOURCES MANAGER	HUMAN RESOURCES				E
	CONTROLLER/CITY TREASURER	FINANCIAL SERVICES				E
	POLICE CAPTAIN	POLICE				E
	POLICE CAPTAIN - PSO	POLICE				E
	PUBLIC SAFETY SUPERVISOR - CAPTAIN	PUBLIC SAFETY				E
13	PRINCIPAL ENGINEER	ENGINEERING	\$35.308	\$44.135	\$57.376	E
	RECREATION & COMMUNITY PROGRAMS MANAGER	RECREATION				E
	VISITORS & CULTURAL PROGRAMS MANAGER	V & T				E
	CITY CLERK	PUBLIC RECORDS				E
	FIRE BATTALION CHIEF	FIRE				E
12	CABLE TV & TELECOMMUNICATIONS SUPERVISOR	CABLE TV	\$32.962	\$41.202	\$53.563	E
	PLANNER III	PLANNING				E
	SENIOR LIBRARIAN	LIBRARY				E
	POLICE LIEUTENANT	POLICE				E
	POLICE LIEUTENANT - PSO FIRE	POLICE				E
	PUBLIC SAFETY SUPERVISOR - LIEUTENANT	PUBLIC SAFETY				E
	ECONOMIC DEVELOPMENT COORDINATOR	ADMIN				E
11	BUILDING MAINTENANCE SUPERVISOR	PUBLIC BUILDINGS	\$30.606	\$38.254	\$49.728	E
	FLEET MAINTENANCE SUPERVISOR	VEHICLE MAINTENANCE				E
	PUBLIC WORKS & PARKS SUPERVISOR	STREETS				E
	LAND SURVEYOR	ENGINEERING				E
	TRAFFIC OPERATIONS SUPERVISOR	TRAFFIC				E
	RECREATION PROGRAM SUPERVISOR	RECREATION				E
	VIDEO PRODUCTION SUPERVISOR	CABLE TV				NE
	WATER RECLAMATION SUPERVISOR	WATER RECLAMATION				E
	GIS ANALYST	PLANNING				E
	CULTURAL PROGRAMS SUPERVISOR	CULTURAL				E
	CIVIL ENGINEER II	ENGINEERING				E
	NETWORK ADMINISTRATOR	INFORMATION SYSTEMS				E
	FIRE CAPTAIN	FIRE				E
10	PLANNER II	PLANNING	\$28.251	\$35.311	\$45.902	E
	CIVIL ENGINEER I	ENGINEERING				E
9	ACCOUNTANT	FINANCIAL SERVICES	\$25.905	\$32.384	\$42.102	E
	LIBRARIAN	LIBRARY				E
	FITNESS COORDINATOR	RECREATION				E
	ADMINISTRATIVE SUPERVISOR	PUBLIC RECORDS				E
	TECHNOLOGY LIBRARIAN	LIBRARY				E
	COMMUNICATIONS SPECIALIST	ADMIN				E
	STORMWATER SPECIALIST	ENGINEERING				NE
	HUMAN RESOURCE SPECIALIST	HUMAN RESOURCES				NE
	REC PROGRAM COORDINATOR	RECREATION				NE
	ENGINEERING TECHNICIAN II	ENGINEERING				NE
	INSPECTOR	INSPECTION SERVICES				NE
	V & T SALES & MARKETING COORDINATOR	V & T				NE

8	FINANCIAL TECHNICIAN	FINANCIAL SERVICES	\$23.549	\$29.435	\$38.266	NE
	INFORMATION SYSTEMS TECHNICIAN II	INFORMATION SYSTEMS				NE
	EDUCATION COORDINATOR	CULTURAL				NE
	HEARST COORDINATOR	CULTURAL				NE
	ARBORIST	PARKS				NE
	LIBRARY EDUCATION COORDINATOR	LIBRARY				NE
	VIDEO PRODUCTION SPECIALIST	CABLE TV				NE
	CIVIL CAD TECHNICIAN	ENGINEERING				NE
7	PROGRAM COORDINATOR	CULTURAL	\$21.194	\$26.493	\$34.441	NE
	PLANNER I	PLANNING				NE
	GRAPHIC DESIGNER	INFORMATION SYSTEMS				NE
	V & T COORDINATOR	V & T				NE
	PAYROLL/HR TECHNICIAN	FINANCIAL SERVICES				NE
	ENGINEERING TECHNICIAN I	ENGINEERING				NE
	CODE ENFORCEMENT OFFICER	INSPECTION SERVICES				NE
	COMMUNITY SERVICES COORDINATOR	COMMUNITY DEVELOPMENT				NE
6	ADMINISTRATIVE ASSISTANT - LIBRARY	LIBRARY	\$18.838	\$23.550	\$30.617	NE
	INFORMATION SYSTEMS TECHNICIAN I	INFORMATION SYSTEMS				NE
	ADMINISTRATIVE ASSISTANT - LEAD	RECREATION				NE
	ADMINISTRATIVE ASSISTANT - LEAD	PUBLIC RECORDS				NE
	ADMINISTRATIVE CLERK - FINANCIAL CLERK	FINANCIAL SERVICES				NE
	HOUSING PROGRAM SPECIALIST	COMMUNITY DEVELOPMENT				NE
5	LIBRARY ASSISTANT	LIBRARY	\$17.084	\$21.358	\$27.768	NE
	SENIOR SERVICES COORDINATOR	CULTURAL				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC RECORDS				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC WORKS				NE
	ADMINISTRATIVE ASSISTANT	COMMUNITY DEVELOPMENT				NE
4	OFFICE ASSISTANT	CULTURAL	\$15.901	\$19.876	\$25.839	NE
	OFFICE ASSISTANT	V & T				NE
3	VACANT	PLANNING	\$14.727	\$18.409	\$23.933	
2	VACANT		\$12.340	\$15.420	\$20.042	
1	LIBRARY PAGE	LIBRARY	\$9.939	\$12.425	\$16.153	NE

**WORKSHOP/SESSION/EVENT
PAY PLAN**

Effective June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION	DURATION	PAY RANGE & MODE
I	<u>Workshop Instructors</u>	Days	Per Workshop
	1 Total Contact Hour		\$15.00
	1.5 Total Contact Hours		\$25.00
	2 Total Contact Hours		\$35.00
	3 Total Contact Hours		\$50.00
	4 Total Contact Hours		\$65.00
	6 Total Contact Hours		\$95.00
II	<u>Session Instructors</u>	2 or more weeks	Per Session
	30 Minutes		\$6.00-19.00
	1 Hour		\$9.50-25.00
	1.5 Hours		\$12.50-39.00
	2 Hours		\$15.00-40.00
	3 Hours		\$21.00-55.00
	4 Hours		\$30.00-60.00
	5 Hours		\$37.50-65.00
	Golf Instructor		\$30.00-50.00
	Library Instructors		\$80.00-120.00
III	<u>Event Supervisors & Officials</u>	Various	Per Event
	Basketball - Non-Registered		\$12.00 -20.00
	Basketball - Registered		\$15.00-28.00
	Youth League (Umpire)		\$9.50-30.00
	Umpires - Adult Softball		\$15.00-30.00
	Senior Citizen		\$17.00-35.00
	Basketball & Volleyball League		\$17.00-35.00
	Adult Softball League Supervisor		\$45.00-75.00
	Specialty Class Trainer		\$16.00-35.00
	Fitness Equipment Repair		\$70.00-120.00
IV	<u>Cable Division Events</u>	Various	Per Event
	Sports Commentators		\$75.00-250.00
	Camera Operators		\$60.00-250.00
	Director		\$100.00-250.00
	Video Replay/Scorebug Operator		\$60.00-250.00
	Field Producer/Stage Manager		\$50.00-100.00
	Time Out Coordinator		\$50.00-150.00
	Show Hosts		\$50.00-150.00
	Announcers for Videos or Commercials		\$25.00-150.00

Note: These rates do not apply to specialized contracted services, such as visiting artists and musicians. Those rates are set by the vendor contract.

workshop-session-event.xls

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY22 Pay Plan: Contract Exhibit "A"
2.25% Across-the-Board
Effective June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2		A	\$24,487.84	\$25,217.92	\$25,981.28	\$26,763.36	\$27,562.08	\$28,383.68	\$29,236.48	\$30,415.84
		M	\$2,040.65	\$2,101.49	\$2,165.11	\$2,230.28	\$2,296.84	\$2,365.31	\$2,436.37	\$2,534.65
		BW	\$941.84	\$969.92	\$999.28	\$1,029.36	\$1,060.08	\$1,091.68	\$1,124.48	\$1,169.84
		H	\$11.773	\$12.124	\$12.491	\$12.867	\$13.251	\$13.646	\$14.056	\$14.623
3		A	\$25,611.04	\$26,378.56	\$27,166.88	\$27,992.64	\$28,824.64	\$29,696.16	\$30,584.32	\$31,813.60
		M	\$2,134.25	\$2,198.21	\$2,263.91	\$2,332.72	\$2,402.05	\$2,474.68	\$2,548.69	\$2,651.13
		BW	\$985.04	\$1,014.56	\$1,044.88	\$1,076.64	\$1,108.64	\$1,142.16	\$1,176.32	\$1,223.60
		H	\$12.313	\$12.682	\$13.061	\$13.458	\$13.858	\$14.277	\$14.704	\$15.295
4	Custodian I	A	\$26,792.48	\$27,597.44	\$28,429.44	\$29,280.16	\$30,160.00	\$31,062.72	\$31,994.56	\$33,286.24
		M	\$2,232.71	\$2,299.79	\$2,369.12	\$2,440.01	\$2,513.33	\$2,588.56	\$2,666.21	\$2,773.85
		BW	\$1,030.48	\$1,061.44	\$1,093.44	\$1,126.16	\$1,160.00	\$1,194.72	\$1,230.56	\$1,280.24
		H	\$12.881	\$13.268	\$13.668	\$14.077	\$14.500	\$14.934	\$15.382	\$16.003
5		A	\$28,021.76	\$28,870.40	\$29,733.60	\$30,628.00	\$31,543.20	\$32,489.60	\$33,469.28	\$34,810.88
		M	\$2,335.15	\$2,405.87	\$2,477.80	\$2,552.33	\$2,628.60	\$2,707.47	\$2,789.11	\$2,900.91
		BW	\$1,077.76	\$1,110.40	\$1,143.60	\$1,178.00	\$1,213.20	\$1,249.60	\$1,287.28	\$1,338.88
		H	\$13.472	\$13.880	\$14.295	\$14.725	\$15.165	\$15.620	\$16.091	\$16.736
6	Custodian II	A	\$29,317.60	\$30,193.28	\$31,096.00	\$32,034.08	\$32,995.04	\$33,989.28	\$35,000.16	\$36,418.72
		M	\$2,443.13	\$2,516.11	\$2,591.33	\$2,669.51	\$2,749.59	\$2,832.44	\$2,916.68	\$3,034.89
		BW	\$1,127.60	\$1,161.28	\$1,196.00	\$1,232.08	\$1,269.04	\$1,307.28	\$1,346.16	\$1,400.72
		H	\$14.095	\$14.516	\$14.950	\$15.401	\$15.863	\$16.341	\$16.827	\$17.509
7		A	\$30,663.36	\$31,580.64	\$32,537.44	\$33,510.88	\$34,509.28	\$35,549.28	\$36,610.08	\$38,097.28
		M	\$2,555.28	\$2,631.72	\$2,711.45	\$2,792.57	\$2,875.77	\$2,962.44	\$3,050.84	\$3,174.77
		BW	\$1,179.36	\$1,214.64	\$1,251.44	\$1,288.88	\$1,327.28	\$1,367.28	\$1,408.08	\$1,465.28
		H	\$14.742	\$15.183	\$15.643	\$16.111	\$16.591	\$17.091	\$17.601	\$18.316

PAY PLAN

BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY22 Pay Plan: Contract Exhibit "A"
2.25% Across-the-Board
Effective June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
8	Laborers	A	\$32,075.68	\$33,053.28	\$34,045.44	\$35,070.88	\$36,123.36	\$37,202.88	\$38,319.84	\$39,867.36
		M	\$2,672.97	\$2,754.44	\$2,837.12	\$2,922.57	\$3,010.28	\$3,100.24	\$3,193.32	\$3,322.28
		BW	\$1,233.68	\$1,271.28	\$1,309.44	\$1,348.88	\$1,389.36	\$1,430.88	\$1,473.84	\$1,533.36
		H	\$15.421	\$15.891	\$16.368	\$16.861	\$17.367	\$17.886	\$18.423	\$19.167
9		A	\$33,554.56	\$34,563.36	\$35,595.04	\$36,657.92	\$37,752.00	\$38,885.60	\$40,052.48	\$41,668.64
		M	\$2,796.21	\$2,880.28	\$2,966.25	\$3,054.83	\$3,146.00	\$3,240.47	\$3,337.71	\$3,472.39
		BW	\$1,290.56	\$1,329.36	\$1,369.04	\$1,409.92	\$1,452.00	\$1,495.60	\$1,540.48	\$1,602.64
		H	\$16.132	\$16.617	\$17.113	\$17.624	\$18.150	\$18.695	\$19.256	\$20.033
10	Transfer Station Laborer	A	\$35,097.92	\$36,152.48	\$37,238.24	\$38,355.20	\$39,499.20	\$40,680.64	\$41,903.68	\$43,588.48
		M	\$2,924.83	\$3,012.71	\$3,103.19	\$3,196.27	\$3,291.60	\$3,390.05	\$3,491.97	\$3,632.37
		BW	\$1,349.92	\$1,390.48	\$1,432.24	\$1,475.20	\$1,519.20	\$1,564.64	\$1,611.68	\$1,676.48
		H	\$16.874	\$17.381	\$17.903	\$18.440	\$18.990	\$19.558	\$20.146	\$20.956
11		A	\$36,709.92	\$37,812.32	\$38,943.84	\$40,116.96	\$41,323.36	\$42,560.96	\$43,829.76	\$45,599.84
		M	\$3,059.16	\$3,151.03	\$3,245.32	\$3,343.08	\$3,443.61	\$3,546.75	\$3,652.48	\$3,799.99
		BW	\$1,411.92	\$1,454.32	\$1,497.84	\$1,542.96	\$1,589.36	\$1,636.96	\$1,685.76	\$1,753.84
		H	\$17.649	\$18.179	\$18.723	\$19.287	\$19.867	\$20.462	\$21.072	\$21.923
12		A	\$38,392.64	\$39,551.20	\$40,736.80	\$41,957.76	\$43,212.00	\$44,509.92	\$45,849.44	\$47,698.56
		M	\$3,199.39	\$3,295.93	\$3,394.73	\$3,496.48	\$3,601.00	\$3,709.16	\$3,820.79	\$3,974.88
		BW	\$1,476.64	\$1,521.20	\$1,566.80	\$1,613.76	\$1,662.00	\$1,711.92	\$1,763.44	\$1,834.56
		H	\$18.458	\$19.015	\$19.585	\$20.172	\$20.775	\$21.399	\$22.043	\$22.932
13		A	\$40,162.72	\$41,367.04	\$42,612.96	\$43,885.92	\$45,202.56	\$46,558.72	\$47,968.96	\$49,899.20
		M	\$3,346.89	\$3,447.25	\$3,551.08	\$3,657.16	\$3,766.88	\$3,879.89	\$3,997.41	\$4,158.27
		BW	\$1,544.72	\$1,591.04	\$1,638.96	\$1,687.92	\$1,738.56	\$1,790.72	\$1,844.96	\$1,919.20
		H	\$19.309	\$19.888	\$20.487	\$21.099	\$21.732	\$22.384	\$23.062	\$23.990

PAY PLAN

BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY22 Pay Plan: Contract Exhibit "A"
2.25% Across-the-Board
Effective June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
14		A	\$42,018.08	\$43,278.56	\$44,572.32	\$45,911.84	\$47,280.48	\$48,699.04	\$50,157.12	\$52,180.96
		M	\$3,501.51	\$3,606.55	\$3,714.36	\$3,825.99	\$3,940.04	\$4,058.25	\$4,179.76	\$4,348.41
		BW	\$1,616.08	\$1,664.56	\$1,714.32	\$1,765.84	\$1,818.48	\$1,873.04	\$1,929.12	\$2,006.96
		H	\$20.201	\$20.807	\$21.429	\$22.073	\$22.731	\$23.413	\$24.114	\$25.087
15	Groundskeeper	A	\$43,944.16	\$45,262.88	\$46,627.36	\$48,016.80	\$49,445.76	\$50,943.36	\$52,472.16	\$54,591.68
	Maintenance Worker	M	\$3,662.01	\$3,771.91	\$3,885.61	\$4,001.40	\$4,120.48	\$4,245.28	\$4,372.68	\$4,549.31
	WWTP Assistant	BW	\$1,690.16	\$1,740.88	\$1,793.36	\$1,846.80	\$1,901.76	\$1,959.36	\$2,018.16	\$2,099.68
	Assistant Equipment Mechanic	H	\$21.127	\$21.761	\$22.417	\$23.085	\$23.772	\$24.492	\$25.227	\$26.246
16	WWTP Operator I	A	\$45,963.84	\$47,344.96	\$48,761.44	\$50,227.84	\$51,737.92	\$53,291.68	\$54,882.88	\$57,098.08
		M	\$3,830.32	\$3,945.41	\$4,063.45	\$4,185.65	\$4,311.49	\$4,440.97	\$4,573.57	\$4,758.17
		BW	\$1,767.84	\$1,820.96	\$1,875.44	\$1,931.84	\$1,989.92	\$2,049.68	\$2,110.88	\$2,196.08
		H	\$22.098	\$22.762	\$23.443	\$24.148	\$24.874	\$25.621	\$26.386	\$27.451
17	Carpenter	A	\$48,079.20	\$49,520.64	\$50,999.52	\$52,534.56	\$54,123.68	\$55,737.76	\$57,420.48	\$59,727.20
	Equipment Operator	M	\$4,006.60	\$4,126.72	\$4,249.96	\$4,377.88	\$4,510.31	\$4,644.81	\$4,785.04	\$4,977.27
	Senior Groundskeeper	BW	\$1,849.20	\$1,904.64	\$1,961.52	\$2,020.56	\$2,081.68	\$2,143.76	\$2,208.48	\$2,297.20
		H	\$23.115	\$23.808	\$24.519	\$25.257	\$26.021	\$26.797	\$27.606	\$28.715
18	Equipment Mechanic	A	\$50,281.92	\$51,796.16	\$53,349.92	\$54,961.92	\$56,596.80	\$58,304.48	\$60,041.28	\$62,456.16
	Laboratory Technician	M	\$4,190.16	\$4,316.35	\$4,445.83	\$4,580.16	\$4,716.40	\$4,858.71	\$5,003.44	\$5,204.68
	WWTP Operator II	BW	\$1,933.92	\$1,992.16	\$2,051.92	\$2,113.92	\$2,176.80	\$2,242.48	\$2,309.28	\$2,402.16
		H	\$24.174	\$24.902	\$25.649	\$26.424	\$27.210	\$28.031	\$28.866	\$30.027

* An employee serving in the Fire or Police POC program shall be paid at the rate of time and one-half of the regular wage for the paid-on-call hours.

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY22 Pay Plan: Contract Exhibit "A-1"
2.25% Across-the-Board with Extra Job Classification
Effective June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2		H	\$16.773	\$17.124	\$17.491	\$17.867	\$18.251	\$18.646	\$19.056	\$19.623
3		H	\$17.313	\$17.682	\$18.061	\$18.458	\$18.858	\$19.277	\$19.704	\$20.295
4	Custodian I/Firefighter Custodian I/Police Officer	H	\$17.881	\$18.268	\$18.668	\$19.077	\$19.500	\$19.934	\$20.382	\$21.003
5		H	\$18.472	\$18.880	\$19.295	\$19.725	\$20.165	\$20.620	\$21.091	\$21.736
6	Custodian II/Firefighter Custodian II/Police Officer	H	\$19.095	\$19.516	\$19.950	\$20.401	\$20.863	\$21.341	\$21.827	\$22.509
7		H	\$19.742	\$20.183	\$20.643	\$21.111	\$21.591	\$22.091	\$22.601	\$23.316
8	Laborers/Firefighter Laborers/Police Officer	H	\$20.421	\$20.891	\$21.368	\$21.861	\$22.367	\$22.886	\$23.423	\$24.167
9		H	\$21.132	\$21.617	\$22.113	\$22.624	\$23.150	\$23.695	\$24.256	\$25.033
10	Trans St Laborer/Firefighter Trans St Laborer/Police Officer	H	\$21.874	\$22.381	\$22.903	\$23.440	\$23.990	\$24.558	\$25.146	\$25.956
11		H	\$22.649	\$23.179	\$23.723	\$24.287	\$24.867	\$25.462	\$26.072	\$26.923
12		H	\$23.458	\$24.015	\$24.585	\$25.172	\$25.775	\$26.399	\$27.043	\$27.932

PAY PLAN

BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY22 Pay Plan: Contract Exhibit "A-1"
2.25% Across-the-Board with Extra Job Classification
Effective June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
13		H	\$24.309	\$24.888	\$25.487	\$26.099	\$26.732	\$27.384	\$28.062	\$28.990
14		H	\$25.201	\$25.807	\$26.429	\$27.073	\$27.731	\$28.413	\$29.114	\$30.087
15	Groundskeeper/Firefighter Groundskeeper/Police Officer Maint Worker/Firefighter Maint Worker/Police Officer WWTP Assistant/Firefighter WWTP Assistant/Police Officer Assist Equip Mech/Firefighter Assist Equip Mech/Police Officer	H	\$26.127	\$26.761	\$27.417	\$28.085	\$28.772	\$29.492	\$30.227	\$31.246
16	WWTP Operator I/Firefighter WWTP Operator I/Police Officer	H	\$27.098	\$27.762	\$28.443	\$29.148	\$29.874	\$30.621	\$31.386	\$32.451
17	Carpenter/Firefighter Carpenter/Police Officer Equipment Oper/Firefighter Equipment Oper/Police Officer Senior Groundskeeper/Firefighter Senior Groundskeeper/Police Officer	H	\$28.115	\$28.808	\$29.519	\$30.257	\$31.021	\$31.797	\$32.606	\$33.715
18	Equip Mechanic/Firefighter Equip Mechanic/Police Officer Laboratory Tech/Firefighter Laboratory Tech/Police Officer WWTP Operator II/Firefighter WWTP Operator II/Police Officer	H	\$29.174	\$29.902	\$30.649	\$31.424	\$32.210	\$33.031	\$33.866	\$35.027

* An employee serving in the Firefighter or Police Officer joint classification will receive the applicable hourly rate listed above for that classification while performing firefighter or police officer job duties.

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
SEASONAL

FY22 PAY PLAN: Exhibit "B"
2.25% Across-the-Board
Effective December 25, 2021 - December 23, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	Buildings & Grounds Maint. I	A	\$23,512.32	\$24,219.52	\$24,939.20	\$25,688.00	\$26,459.68	\$27,256.32	\$28,080.00	\$28,909.92
		M	\$1,959.36	\$2,018.29	\$2,078.27	\$2,140.67	\$2,204.97	\$2,271.36	\$2,340.00	\$2,409.16
		BW	\$904.32	\$931.52	\$959.20	\$988.00	\$1,017.68	\$1,048.32	\$1,080.00	\$1,111.92
		H	\$11.304	\$11.644	\$11.990	\$12.350	\$12.721	\$13.104	\$13.500	\$13.899
4	Buildings & Grounds Maint. II	A	\$25,723.36	\$26,497.12	\$27,289.60	\$28,107.04	\$28,955.68	\$29,825.12	\$30,715.36	\$31,647.20
		M	\$2,143.61	\$2,208.09	\$2,274.13	\$2,342.25	\$2,412.97	\$2,485.43	\$2,559.61	\$2,637.27
		BW	\$989.36	\$1,019.12	\$1,049.60	\$1,081.04	\$1,113.68	\$1,147.12	\$1,181.36	\$1,217.20
		H	\$12.367	\$12.739	\$13.120	\$13.513	\$13.921	\$14.339	\$14.767	\$15.215
8	Laborer	A	\$30,796.48	\$31,736.64	\$32,685.12	\$33,666.88	\$34,681.92	\$35,717.76	\$36,793.12	\$37,895.52
		M	\$2,566.37	\$2,644.72	\$2,723.76	\$2,805.57	\$2,890.16	\$2,976.48	\$3,066.09	\$3,157.96
		BW	\$1,184.48	\$1,220.64	\$1,257.12	\$1,294.88	\$1,333.92	\$1,373.76	\$1,415.12	\$1,457.52
		H	\$14.806	\$15.258	\$15.714	\$16.186	\$16.674	\$17.172	\$17.689	\$18.219

EXHIBIT "A"
CITY OF CEDAR FALLS, IOWA
POLICE DEPARTMENT - UNION
FY22 PAY PLAN
2.25% PARKING METER RANGE P-1
2.25% SENIOR POLICE OFFICERS RANGE P-3
Effective: June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D
P-1	Prkg Meter Atdt.	A	\$38,521.60	\$40,123.20	\$41,835.04	\$43,318.08
		M	\$3,210.13	\$3,343.60	\$3,486.25	\$3,609.84
		BW	\$1,481.60	\$1,543.20	\$1,609.04	\$1,666.08
		H	\$18.520	\$19.290	\$20.113	\$20.826
P-3	Sr. Police Officer	A	\$64,621.44	\$67,581.28	\$70,603.52	\$73,817.12
		M	\$5,385.12	\$5,631.77	\$5,883.63	\$6,151.43
		BW	\$2,485.44	\$2,599.28	\$2,715.52	\$2,839.12
		H	\$31.068	\$32.491	\$33.944	\$35.489

EXHIBIT "B"
CITY OF CEDAR FALLS, IOWA
POLICE DEPARTMENT - UNION
FY22 PAY PLAN: 2.25% FOR RANGES C-1, C-2, P-T1 AND P-T2
Effective: June 26, 2021 - June 24, 2022

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
C-1	Account Clerk	A	\$46,090.72	\$47,467.68	\$48,900.80	\$50,360.96	\$51,877.28	\$53,435.20	\$55,040.96	\$56,680.00
	Computer Operator	M	\$3,840.89	\$3,955.64	\$4,075.07	\$4,196.75	\$4,323.11	\$4,452.93	\$4,586.75	\$4,723.33
	Radio Dispatcher	BW	\$1,772.72	\$1,825.68	\$1,880.80	\$1,936.96	\$1,995.28	\$2,055.20	\$2,116.96	\$2,180.00
		H	\$22.159	\$22.821	\$23.510	\$24.212	\$24.941	\$25.690	\$26.462	\$27.250
C-2	Records & Computer Services Supervisor	A	\$48,403.68	\$49,845.12	\$51,348.96	\$52,884.00	\$54,481.44	\$56,095.52	\$57,788.64	\$59,523.36
		M	\$4,033.64	\$4,153.76	\$4,279.08	\$4,407.00	\$4,540.12	\$4,674.63	\$4,815.72	\$4,960.28
	H	BW	\$1,861.68	\$1,917.12	\$1,974.96	\$2,034.00	\$2,095.44	\$2,157.52	\$2,222.64	\$2,289.36
		H	\$23.271	\$23.964	\$24.687	\$25.425	\$26.193	\$26.969	\$27.783	\$28.617
P-T 1	P-T Dispatchers P-T Meter Attendants P-T Clerical	H	\$15.915	\$16.391	\$16.878	\$17.390	\$17.908	\$18.448	\$19.000	\$19.575
P-T 2	Crossing Guards	H	\$15.915							

EXHIBIT "C"
CITY OF CEDAR FALLS, IOWA
POLICE DEPT. - UNION
FY22 POLICE OFFICER PAY PLAN
2.25% FOR STEPS P-2 I - P-2 IX
Effective: June 26, 2021 - June 24, 2022

			STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	A	\$56,661.28	\$62,553.92	\$63,810.24	\$65,089.44	\$66,393.60	\$67,720.64	\$70,083.52	\$71,836.96	\$73,817.12
		M	\$4,721.77	\$5,212.83	\$5,317.52	\$5,424.12	\$5,532.80	\$5,643.39	\$5,840.29	\$5,986.41	\$6,151.41
		BW	\$2,179.28	\$2,405.92	\$2,454.24	\$2,503.44	\$2,553.60	\$2,604.64	\$2,695.52	\$2,762.96	\$2,839.11
		H	\$27.241	\$30.074	\$30.678	\$31.293	\$31.920	\$32.558	\$33.694	\$34.537	\$35.489
P-2 P	Police Officer/ Part time	H	\$19.559	\$21.593	\$22.027	\$22.468	\$22.919	\$23.377	\$24.192	\$24.798	\$25.481
PSO-1	Public Safety Officer	A	\$56,661.28	\$62,553.92	\$63,810.24						
		M	\$4,721.77	\$5,212.83	\$5,317.52						
		BW	\$2,179.28	\$2,405.92	\$2,454.24						
		H	\$27.241	\$30.074	\$30.678						
PSO-2	Public Safety Officer	A	\$63,177.33	\$69,747.62	\$71,148.42	\$72,574.73	\$74,028.86	\$75,508.51	\$78,143.12	\$80,098.21	\$82,306.09
		M	\$5,264.78	\$5,812.30	\$5,929.03	\$6,047.89	\$6,169.07	\$6,292.38	\$6,511.93	\$6,674.85	\$6,858.82
		BW	\$2,429.90	\$2,682.60	\$2,736.48	\$2,791.34	\$2,847.26	\$2,904.17	\$3,005.50	\$3,080.70	\$3,165.61
		H	\$30.374	\$33.533	\$34.206	\$34.892	\$35.591	\$36.302	\$37.569	\$38.509	\$39.570
		H(24)	\$22.972	\$25.361	\$25.870	\$26.389	\$26.917	\$27.455	\$28.413	\$29.124	\$29.927

* Effective July 1, 2017, an officer assigned by the Chief as a Field Training Officer (FTO) for a newly certified officer or reserve officer shall be compensated at the rate of 1 hour comp time per day while performing FTO duties.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council
FROM: Kate Aguiar, Payroll/HR Technician
DATE: June 16, 2021
SUBJECT: FY22 Fee Schedule

Attached is a copy of the proposed FY22 Fee Schedule. The Fee Schedule establishes fees for all City operations except Enterprise Fund fees, which are established by ordinance (refuse, sanitary sewer collection and parking meter fees).

It is recommended that the attached FY22 Fee Schedule be adopted as proposed. Following adoption, staff will schedule the fees for the fiscal year beginning July 1, 2021. If you have any questions regarding proposed fees, please contact the department director responsible for the fee in question.

Item 15.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
SEC. 2-311			
CIVIL SERVICE EXAMINATIONS			
Civil Service Test	No charge		
Civil Service Promotional Test	No charge		
SEC. 2-511			
CABLE TELEVISION DIVISION			
Video Duplication	\$15.00	Each DVD	
PUBLIC SAFETY SERVICES			
COPY RECORDS / DIGITAL DATA			
Police Reports	\$15.00	Each report	
Applicant Fingerprinting	\$10.00	1-3 cards	
Additional cards	\$2.00	Per card	
Digital Media Duplication	\$15.00	Each	
Photo Reprints (4x6 in-house)	\$1.00	Each	
Photo Reprints (larger/out-source)	At Cost		
Junk Vehicle Certificate	\$10.00		
Fire Incident Reports	\$10.00	Each report	
Fire Investigative Reports (Non-Criminal)	\$10.00	Each report	
Copying of records - major project	Applicable fee above + staff time over 30 minutes		
POLICE SERVICES			
House/Garage Moving Permit	\$40.00/hr.	1/2 hr. min.	
Funeral Escort	\$25.00		
1 Hr. of Squad Car Usage	\$16.50		
SEC. 2-572			
PUBLIC RECORDS DIVISION			
Sale of City Code of Ordinances	\$200.00	Hard Cover	Includes cost of new book and mailing subsequent code supplements
Sale of City Zoning Ordinance	\$50.00	Paper Cover	Includes cost of new book and mailing subsequent code supplements
Sale of National/Uniform Code Books adopted by reference, i.e. Building, Electrical, Plumbing, Mechanical, Fire, Life Safety, Housing, etc.		Sold at cost	
Sale of Official Financial Publications		Sold at cost	
Copying of City Records	No Charge	Five pages or less	
	\$0.10	Black & White Copy, six or more pages	
	\$0.20	Color Copy, six or more pages	
Copying of City Records - major projects	\$0.10	Black & White Copy, six or more pages + staff time over 30 minutes	
	\$0.20	Color Copy, six or more pages + staff time over 30 minutes	
SEC. 2-712			
ENGINEERING SERVICES			
Inspection and Design		Negotiated charges approved by City Council in Contract form	
Copying of maps, drawings, etc.	No Charge	Five standard pages or less	
	\$0.10	Each, six or more pages	
Copying of oversized maps, drawings, etc.	\$5.00	Each	
Copy of Aerial Map per development	\$85.00		
Copy of Aerial Map entire City	\$425.00		
Sanitary Sewer Permit	\$100.00		
SEC. 2-809			
PUBLIC WORKS			
City Banners - For "For Profit" Groups, Installation and removal	\$10.00	Each Banner	
Electrical Panels For Special Events	\$50.00	Per Panel	
	\$250.00	Deposit Fee	
Delivery of Picnic Tables for Special Events	\$10.00	Per Table	
Salt/Sand Mix	\$20.00	Each Ton	
		For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf	Update Website: https://iowadot.gov/local_systems/Equipment-Rates
Aerial Lift Truck	\$125.00	Per hour	
Traffic Control Devices Placement & Removal	\$100.00	Per placement	
All equipment listed above: 1 Hour Minimum			
Personnel: 1 Hour Minimum	Employee's Effective Rate	Plus 20% Administrative Fee	
SEC. 3-1			
LICENSE TO DISTRIBUTE/POST ADVERTISING MATERIALS			
	\$20.00	Daily or	
	\$200.00	Annually	
SEC. 3-43			
SIGN PERMITS			
	\$25.00	Minimum all signs and	Rate aligns with land use permit, similar review of zoning compliance occurs with signs. \$35.00.
	\$1.00	Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.	
SEC. 3-46			
SIGN PAINTER'S OR ERECTOR'S LICENSE			
Painter's License	\$15.00	One year	
Erector's License	\$150.00	First year and	
	\$35.00	For renewal	
SEC. 6-46			
DOG AND CAT LICENSE			
Dog or Cat Altered	\$6.00	Each year	
Dog or Cat Not Altered	\$12.00	Each year	
Late Licensing	Doubles	After March 31	
Duplicate License & Tag	\$1.00		
Tag & License Mailing Fee	\$1.00	Each Tag/License	
SEC. 6-99			
LICENSE FOR RIDING SCHOOLS OR STABLES BUILDINGS AND BUILDING REGULATIONS			
	\$30.00	One year	

Item 15.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
International Building Code Plan Review. (Base project value of \$1,000 or more)	65% of Building Permit Fee		
SEC. 7-19 BUILDING PERMITS			
Valuation			
\$1.00 TO \$500.00	\$24.75	Change to even dollar amounts for all valuation fees.	\$25.00
\$500.01 TO \$600.00	\$27.75		\$28.00
\$600.01 TO \$700.00	\$31.00		
\$700.01 TO \$800.00	\$34.00		
\$800.01 TO \$900.00	\$37.00		
\$900.01 TO \$1,000.00	\$40.25		\$41.00
\$1,001.01 TO \$1,100.00	\$43.25		\$44.00
\$1,100.01 TO \$1,200.00	\$46.25		\$47.00
\$1,200.01 TO \$1,300.00	\$49.50		\$50.00
\$1,300.01 TO \$1,400.00	\$52.50		\$53.00
\$1,400.01 TO \$1,500.00	\$55.50		\$56.00
\$1,500.01 TO \$1,600.00	\$58.75		\$59.00
\$1,600.01 TO \$1,700.00	\$61.75		\$62.00
\$1,700.01 TO \$1,800.00	\$65.00		
\$1,800.01 TO \$1,900.00	\$68.00		
\$1,900.01 TO \$2,000.00	\$71.00		
\$2,000.01 TO \$3,000.00	\$85.50		\$86.00
\$3,000.01 TO \$4,000.00	\$100.00		
\$4,000.01 TO \$5,000.00	\$114.25		\$115.00
\$5,000.01 TO \$6,000.00	\$128.75		\$129.00
\$6,000.01 TO \$7,000.00	\$143.25		\$144.00
\$7,000.01 TO \$8,000.00	\$157.50		\$158.00
\$8,000.01 TO \$9,000.00	\$172.00		
\$9,000.01 TO \$10,000.00	\$186.50		\$187.00
\$10,000.01 TO \$11,000.00	\$200.75		\$201.00
\$11,000.01 TO \$12,000.00	\$215.25		\$216.00
\$12,000.01 TO \$13,000.00	\$229.75		\$230.00
\$13,000.01 TO \$14,000.00	\$244.00		
\$14,000.01 TO \$15,000.00	\$258.50		\$259.00
\$15,000.01 TO \$16,000.00	\$273.00		
\$16,000.01 TO \$17,000.00	\$287.25		\$287.00
\$17,000.01 TO \$18,000.00	\$301.75		\$302.00
\$18,000.01 TO \$19,000.00	\$316.25		\$316.00
\$19,000.01 TO \$20,000.00	\$330.75		\$331.00
\$20,000.01 TO \$21,000.00	\$345.00		
\$21,000.01 TO \$22,000.00	\$359.50		\$360.00
\$22,000.01 TO \$23,000.00	\$374.00		
\$23,000.01 TO \$24,000.00	\$388.25		\$389.00
\$24,000.01 TO \$25,000.00	\$402.75		\$403.00
\$25,000.01 TO \$26,000.00	\$413.00		
\$26,000.01 TO \$27,000.00	\$423.25		\$423.00
\$27,000.01 TO \$28,000.00	\$433.75		\$434.00
\$28,000.01 TO \$29,000.00	\$444.00		
\$29,000.01 TO \$30,000.00	\$454.25		\$455.00
\$30,000.01 TO \$31,000.00	\$464.50		\$465.00

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
\$31,000.01 TO \$32,000.00	\$474.75		\$475.00
\$32,000.01 TO \$33,000.00	\$485.25		\$486.00
\$33,000.01 TO \$34,000.00	\$495.50		\$496.00
\$34,000.01 TO \$35,000.00	\$505.75		\$506.00
\$35,000.01 TO \$36,000.00	\$516.00		
\$36,000.01 TO \$37,000.00	\$526.25		\$527.00
\$37,000.01 TO \$38,000.00	\$536.75		\$537.00
\$38,000.01 TO \$39,000.00	\$547.00		
\$39,000.01 TO \$40,000.00	\$557.25		\$558.00
\$40,000.01 TO \$41,000.00	\$567.50		\$568.00
\$41,000.01 TO \$42,000.00	\$577.75		\$578.00
\$42,000.01 TO \$43,000.00	\$588.25		\$589.00
\$43,000.01 TO \$44,000.00	\$598.50		\$599.00
\$44,000.01 TO \$45,000.00	\$608.75		\$609.00
\$45,000.01 TO \$46,000.00	\$619.00		
\$46,000.01 TO \$47,000.00	\$629.25		\$630.00
\$47,000.01 TO \$48,000.00	\$639.75		\$640.00
\$48,000.01 TO \$49,000.00	\$650.00		
\$49,000.01 TO \$50,000.00	\$660.25		\$661.00
\$50,000.01 TO \$51,000.00	\$667.50		\$668.00
\$51,000.01 TO \$52,000.00	\$674.75		\$675.00
\$52,000.01 TO \$53,000.00	\$681.75		\$682.00
\$53,000.01 TO \$54,000.00	\$689.00		
\$54,000.01 TO \$55,000.00	\$696.25		\$697.00
\$55,000.01 TO \$56,000.00	\$703.50		\$704.00
\$56,000.01 TO \$57,000.00	\$710.75		\$711.00
\$57,000.01 TO \$58,000.00	\$718.00		
\$58,000.01 TO \$59,000.00	\$725.00		
\$59,000.01 TO \$60,000.00	\$732.25		\$734.00
\$60,000.01 TO \$61,000.00	\$739.50		\$740.00
\$61,000.01 TO \$62,000.00	\$746.75		\$747.00
\$62,000.01 TO \$63,000.00	\$754.00		
\$63,000.01 TO \$64,000.00	\$761.25		\$762.00
\$64,000.01 TO \$65,000.00	\$768.50		\$769.00
\$65,000.01 TO \$66,000.00	\$775.50		\$776.00
\$66,000.01 TO \$67,000.00	\$782.75		\$783.00
\$67,000.01 TO \$68,000.00	\$790.00		
\$68,000.01 TO \$69,000.00	\$797.25		\$798.00
\$69,000.01 TO \$70,000.00	\$804.50		\$805.00
\$70,000.01 TO \$71,000.00	\$811.75		\$812.00
\$71,000.01 TO \$72,000.00	\$818.75		\$819.00
\$72,000.01 TO \$73,000.00	\$826.00		
\$73,000.01 TO \$74,000.00	\$833.25		\$834.00
\$74,000.01 TO \$75,000.00	\$840.50		\$841.00
\$75,000.01 TO \$76,000.00	\$847.75		\$848.00
\$76,000.01 TO \$77,000.00	\$855.00		
\$77,000.01 TO \$78,000.00	\$862.00		
\$78,000.01 TO \$79,000.00	\$869.25		\$870.00
\$79,000.01 TO \$80,000.00	\$876.50		\$877.00

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
\$80,000.01 TO \$81,000.00	\$883.75		\$884.00
\$81,000.01 TO \$82,000.00	\$891.00		
\$82,000.01 TO \$83,000.00	\$898.25		\$899.00
\$83,000.01 TO \$84,000.00	\$905.25		\$905.00
\$84,000.01 TO \$85,000.00	\$912.50		\$913.00
\$85,000.01 TO \$86,000.00	\$919.75		\$920.00
\$86,000.01 TO \$87,000.00	\$927.00		
\$87,000.01 TO \$88,000.00	\$934.25		\$935.00
\$88,000.01 TO \$89,000.00	\$941.50		\$942.00
\$89,000.01 TO \$90,000.00	\$948.75		\$949.00
\$90,000.01 TO \$91,000.00	\$955.75		\$956.00
\$91,000.01 TO \$92,000.00	\$963.00		
\$92,000.01 TO \$93,000.00	\$970.25		\$971.00
\$93,000.01 TO \$94,000.00	\$977.50		\$978.00
\$94,000.01 TO \$95,000.00	\$984.75		\$985.00
\$95,000.01 TO \$96,000.00	\$992.00		
\$96,000.01 TO \$97,000.00	\$999.00		
\$97,000.01 TO \$98,000.00	\$1,006.25		\$1,007.00
\$98,000.01 TO \$99,000.00	\$1,013.50		\$1,014.00
\$99,000.01 TO \$100,000.00	\$1,020.75		\$1,021.00
\$100,000.01 TO \$500,000.00	\$1,020.75 + \$6.20 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	\$1,021.00 + \$6.20 for each additional \$1,000.00
\$500,000.01 TO \$1,000,000.00	\$3,492.75 + \$5.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	\$3,493.00 + \$5.15 for each additional \$1,000.00
\$1,000,000.01 AND UP	\$6,067.75 + \$4.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	\$6,068.00 + \$4.15 for each additional \$1,000.00
Reinspection Fee	75.00		
Working without permit fee	100.00		
SEC. 7-50			
ELECTRICAL CONTRACTOR REGISTRATION	\$150.00	One year	
SEC. 7-50			
SPECIAL ELECTRICIAN REGISTRATION	\$150.00	One year	
SEC. 7-20			
CONDITIONS OF CERTIFICATES OF INSURANCE			
Electrical Contractors	\$100,000/ \$300,000		
Special Electricians	\$100,000/ \$300,000		
SEC. 7-20			
RESIDENTIAL ELECTRICAL INSPECTION PERMIT FEES			
Base Rate	\$30.00		
New House	\$150.00		
Rough Wiring-Openings	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
	\$0.20	Over 30, Per additional opening	
Lighting Fixtures: Incandescent/Fluorescent/Porcelain Bases	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
Electrical Services: Temporary/Permanent	\$15.00	Temporary Service	
	\$20.00	To 225-ampere capacity	
	\$30.00	Over 225-ampere capacity	
	\$10.00	Additional replacement services	
	\$7.00	Subpanels	
Motors, Per Unit	\$8.00	0 to 10 HP	
	\$10.00	Over 10 HP	
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Bath Fan, Etc.	\$5.00	Each unit	
Central Heating & Cooling Unit	\$8.00	Each unit	
Supplemental Heating/Cooling	\$5.00	Each unit	
Generators, Transfer Switch, Car Charging Station, Hot Tub, Feeder Panel, Etc.	\$10.00	Each Unit	
Reinspection fee	\$75.00		
Working without permit fee	\$100.00		
Certificate of Insurance	\$100,000/ \$300,000		
Miscellaneous		Fee for electrical work which doesn't fit into the prescribed categories	\$30.00
SEC. 7-20			
COMMERCIAL AND INDUSTRIAL ELECTRICAL INSPECTION PERMIT FEES			
Base Rate	\$30.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Rough Wiring-Openings	\$30.00 1 to 14, inclusive \$15.00 15 to 30, inclusive, additional \$0.30 Over 30, Per additional opening		
Lighting Fixtures:	\$30.00 1 to 14, inclusive \$15.00 15 to 30, inclusive, additional \$0.30 Over 30, per additional opening		
Electrical Services:			
Temporary/Permanent	\$20.00 Temporary Service \$40.00 Permanent Service up to 400 ampere \$60.00 Permanent Service 401-800 ampere \$80.00 Permanent Service over 800 ampere \$10.00 Additional replacement services		
Motors, Per Unit	\$10.00 0 to 10 HP \$15.00 Over 10 HP		
Transformers, Per Unit	\$20.00 0 to 75 KVA \$30.00 Over 75 KVA		
Feeder Panels	\$15.00 Up to 225 A \$20.00 Above 225 A		
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Exhaust Fans	\$5.00 Each unit		
Central Heating & Cooling Unit	\$8.00 Each unit		
Supplemental Heating/Cooling	\$5.00 Each unit		
Illuminated Signs and Outline Lighting	\$10.00 Each sign		
Neon and All Signs Using Secondary Voltage of 600 Volts or More	\$10.00 Each transformer		
Special Equipment such as Generators, X-ray Equipment, Converters, Welders Etc.	\$15.00 Each Unit		
Reinspection Fee	\$75.00		
Working without permit fee	\$100.00		
In-Ground Swimming Pool/Hot Tub Bonding Inspection	\$30.00		
Specialized Systems such as Solar PV Systems, Wind Generated Systems, Etc.	\$30.00		
Certificate of Insurance	\$100,000/ \$300,000		
Miscellaneous		Fee for electrical work which doesn't fit into the prescribed categories	\$30.00
SEC. 7-170 ANNUAL PERMIT FOR PLUMBING WORK	\$100.00	One year	
SEC. 7-170 PLUMBING FEES			
Base Rate	\$30.00		
Water closet, urinals, bidets, tubs, showers, lavatories, sinks, hand sinks, floor sinks, grease trap, disposal, dishwasher, drinking fountain, laundry drain, laundry sink, sump, floor drains, roof drains, backwater valve, sewage eject, vacuum breakers, mop sinks.	\$8.50		
Water softener, Water heater	\$15.00		
Sewer Connections To/Or Continuation from Main	\$30.00		
Multiple Sewer Stubs	\$15.00	Each	
Additional Fixture, Trap or Trap Opening (To Apply Towards Minimum Fee)	\$8.50		
Reinspection of Unapproved work	\$75.00		
Water Treatment or Storage Units	\$20.00		
Backflow Protective Devices-Water	\$8.50		
Reconstruction or Alteration of Drains, Stacks or Vents	\$20.00		
One bathroom house	\$135.00		
Two bathroom house	\$161.00		
Three or more bathroom house	\$208.00	We are seeing larger houses with more than 3 bathrooms. This will account for any additional bathrooms.	\$161 For first two bathrooms + \$40 per additional bathroom
Working w/o permit	\$100.00		
Miscellaneous		Fee for plumbing work which doesn't fit into the prescribed categories	\$30.00
SEC. 7-232 LICENSE FEE, MOVING A BUILDING	\$30.00 One Week \$60.00 One Month \$100.00 Six Months \$200.00 One Year		
SEC. 7-247 MOVING PERMIT FEE ACCORDING TO STRUCTURE			
Structure Less than 200 sq. ft.	\$10.00		
Structure More than 200 sq. ft. and Less than 500 sq. ft.	\$50.00		
Structure More than 500 sq. ft.	\$100.00		
SEC. 7-414 MECHANICAL FEES			
Base Rate	\$30.00		
New House	\$150.00		
Apartments	\$70.00	Per Unit	
AC 0 to 3 Ton	\$20.00		
AC 3.5 Ton - 5 Ton	\$40.00		
AC 5.5 Ton - 30 Ton	\$50.00		
AC 30.5 - 50 Ton	\$60.00		
AC over 50 Ton	\$3.00	Per Ton	
AH 0 to 10,000 CFM	\$20.00		
AH over 10,000 CFM	\$30.00		
Air-to-Air Heat Exchanger	\$15.00		
Bath Exhaust	\$5.00		
Boiler - 0 to 100,000	\$20.00		
Boiler - 100,001 to 500,000	\$30.00		
Boiler - 500,001 to 1,000,000	\$45.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Boiler 1,000,001 to 1,750,000	\$60.00		
Boiler over 1,750,000	\$100.00		
Duct Alterations	\$20.00		
Fireplace	\$25.00		
Furnace - Electric	\$25.00		
Furnace - Gas	\$25.00		
Furnace Vents	\$15.00		
In-floor Heat	\$20.00		
VAV Boxes	\$10.00		
Ventilation - Type 1 Hood	\$50.00		
Ventilation - Type 2 Hood	\$25.00		
Working w/o Permit	\$100.00		
Miscellaneous	\$30.00		
CSST Inspection up to \$500	\$35.00		
CSST Inspection up to \$501-\$2,000	\$60.00		
CSST Inspection over \$2,000	\$85.00		
Fuel gas piping	\$28.00		
Reinspection Fee	\$75.00		
REFRIGERATION FEES			
Base Rate	\$20.00		
Condensing Units:			
1/6 hp - 1/3 hp	\$15.00		
1/3 hp - 1 hp	\$20.00		
1 hp or greater	\$30.00		
Cooling Towers	\$20.00		
Walk-in Coolers/Freezers	\$20.00		
Unit Coolers	\$20.00		
Industrial Refrigeration	\$8.00	Per hp	
SEC. 7-444			
CONDOMINIUM CONVERSION			
Condominium Conversion	\$400.00	Per Unit	
SEC. 9-25			
COMMERCIAL FIRE INSPECTION			
Initial Inspection	See Attached		
First Re-inspection	\$100.00		
Second Re-inspection	\$150.00		
Third and Each Subsequent Re-inspection	\$200.00		
Owner does not show	\$50.00	With verbal acknowledgement of appointment by owner/occupant	
Inspection after normal business hours	\$50.00		
Day Care Inspections	\$50.00		
Temporary Structure Inspection	\$50.00	Initial structure	
	\$25.00	each additional temp structure	
FALSE ALARMS			
1 st occurrence of year	\$0.00		
2 nd occurrence of year	\$0.00		
3 rd occurrence of year	\$200.00		
4 th occurrence of year	\$200.00		
5 th 9 th occurrence of year	\$275.00	Each	
10 th and above occurrence of year	\$425.00	Each	
Evidence of Repair in Lieu of Fee		Fire Chief discretion	
Alarm activation without notification	\$200.00	Each occurrence	
RESIDENTIAL FIRE SPRINKLER SYSTEM			
One & Two Single Family Home	\$100.00		
FIRE ALARM/SPRINKLER SYSTEM INSPECTIONS			
Fire Sprinkler System Construction Permits			
0-4,999 square foot	\$80.00	Per Floor	
5,000-7,499 square foot	\$160.00	Per Floor	
7,500+ square foot	\$240.00	Per Floor	
System Hydro Test (additional)	\$80.00		
Re-inspections due to test failure	\$40.00	Per hour	
Stand Pipe (additional)	\$150.00		
Fire Pump (additional)	\$150.00		
Kitchen Hood Permits	\$40.00		
System installed without permit	\$160.00	Per system	
System installed/operating w/o testing	\$320.00	Per system	
Fire Alarm Systems Construction Permits			
0-4,999 square foot	\$80.00	Per Floor	
5,000-7,499 square foot	\$160.00	Per Floor	
7,500+ square foot	\$240.00	Per Floor	
Acceptance testing of Newly installed and/or modified alarm systems	\$40.00	Per Hour, Per Inspector	
Re-inspections due to test failure	\$40.00	Per hour	
System installed without permit	\$160.00	Per system	
System installed/operating w/o test	\$320.00	Per system	
Solar Panel Fire Permit			
0-4,999 square foot	\$80.00		
5,000-7,499 square foot	\$160.00		
7,500+ square foot	\$240.00		
Clean Agent Fire Suppression System Construction Permits			
Initial permits	\$100.00		
Plan review and inspection	\$80.00		
Re-inspection due to test failure	\$40.00		
Inspection after normal hours	\$40.00		
VEHICLE FIRES & EXTRICATIONS			
Passenger vehicle fire (<10,000 lbs)	\$150.00		
Comm. vehicle fire (>10,000 lbs)	\$200.00		
Extrication of victim from vehicle	\$250.00		
SPECIAL EVENT STANDBY			
Personnel without equipment	\$30.00	Per Hour, Per Person	
Heavy Apparatus - up to 4 personnel	\$250.00		
Light Apparatus - up to 2 personnel	\$200.00		
Extrication of victim from vehicle	\$250.00		
HAZARDOUS MATERIAL RESPONSE			
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.	
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.	

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Additional response personnel	\$20.00	Each- Per hour	
Expended Materials		Replacement cost	
Equipment Repair/Cleaning		Cost (parts,labor,s/h)	
Damaged Equipment/Property		Cost to replace/repair	
Other (incl. Contracted svcs/equip)		Cost	
TECHNICAL RESCUE			
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.	
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.	
Specialized Technical Rescue Equip	\$400.00	Per incident	
Expended Materials		Replacement cost	
Equipment Repair/Cleaning		Cost (parts,labor,s/h)	
Damaged Equipment/Property		Cost to replace/repair	
Other (incl. Contracted svcs/equip)		Cost	
FIREWORKS PERMIT			
New Location	\$150.00	Each Event	
Repeat Location - Display Cost \$1-\$1,000	\$50.00		
Repeat Location - Display Cost \$1,001 or greater	\$75.00		
Permanent & Temporary Structure Inspection	\$100.00	Per inspection, per location, if not reimbursed by the state	
FLAMMABLE/COMBUSTIBLE LIQUID TANK PERMIT			
Installation of new above or below ground tank	\$200.00	Per Tank	
Removal of above or below ground tanks	\$150.00	Per Tank	
Modification of tanks, piping, valves and dispensing equipment to include reconstruction, tapping, tank cutting, vent pipe relocations, dispenser piping, repiping and tank repair of repiping.	\$75.00		
Permanent LP Tank Installation	\$80.00	Per tank	
Temporary LP Tank Installation	\$40.00	Per tank	
SEC. 10-5			
GARBAGE AND REFUSE			
32 Gallon Garbage Cart	\$9.23	Per month	
32 Gallon Replacement Cart	\$35.00		
68 Gallon Garbage Cart	\$17.43	Per month	
68 Gallon Replacement Cart	\$41.50		
95 Gallon Garbage Cart	\$27.16	Per month	
95 Gallon Replacement Cart	\$48.00		
95 Gallon Yard Waste Cart	\$10.00	Per dump	
April, October, November	\$5.00	Per dump	
Replacement Yard Waste Cart	\$58.00		
Additional Yard Waste Cart	\$50.00	(no more than 2)	
Christmas Tree Tags	\$1.25	Each	
Appliances	\$10.00	Each	
Computers/Televisions	\$7.50	Each	
Bicycle Tire	\$1.00	Each	
Motorcycle Tire	\$2.00	Each	
Automobile Tire	\$2.50	Each	
With Rim	\$5.00	Each	
Truck/Tractor Tire	\$6.50	Each	
With Rim	\$9.00	Each	
Sand Bags	\$0.50	Each	
Extra Refuse Bag Tag	\$1.25	Each	
Minimum tipping fees at the Transfer Station			
Solid Waste up to 260 pounds	\$7.00	Per dump	
Yard Waste up to 400 pounds	\$7.00	Per dump	
Solid Waste/Demolition dumping	\$65.00	Per ton	
Yard Waste	\$29.50	Per ton	
Scale Charge	\$3.00		
Leaf Vacuum Service	\$50.00	Per visit	
Asphalt Shingles- free of contaminants	\$40.00	Per ton	
Asphalt Shingles- with contaminants	\$65.00	Per ton + \$10.00/ton service charge	
Commercial Cardboard Containers	\$10.00	Per dump	
Commercial Bulk Recycling drop off	\$50.00	Per dump	
For information only. Fees set by Code of Ordinances			
SEC. 10-13			
TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS			
Permit	\$300.00	Per Receptacle, Per Year	
SEC. 11-84			
MINIMUM RENTAL HOUSING INSPECTION			
Initial Inspection	\$50.00	Each building and	
	\$20.00	Each additional unit	
First Re-inspection			
If violations are corrected at the time of first re-inspection; fee will be waived.	\$40.00	Each Unit	
Second Re-inspection	\$80.00	Each unit re-inspected	
Third Re-inspection	\$160.00	Each unit re-inspected	
Fourth Re-inspection	\$320.00	Each unit re-inspected	
Inaccessible Unit	\$25.00	Each unit	
Tri-Annual Registration Fee	\$75.00	Each building	
Replacement of Occupancy Permit	\$5.00	Each unit	
Permit Unavailable During Any Inspection	\$25.00	Each unit	
Re-scheduling fee-			
If owner/agent canceled within 48 hrs of inspection or does not show for inspection	\$50.00	Each Unit	
Requested inspection outside normal cycle	\$50.00	*if violations exist	
FIRE EXTINGUISHER TRAINING			
0-25 Students	\$40.00		
25-50 Students	\$80.00		
More than 50 Students	\$120.00		
Fire Extinguisher recharge	\$25.00	Per extinguisher	
SEC. 13-35			
MOBILE MERCHANT			
	\$50.00	Per month	
	\$500.00	Each year	

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
SEC. 13-63 PAWNBROKER LICENSE	\$65.00	Each year	
SEC. 13-107 CLOSING - OUT SALE LICENSE			
If a Resident Merchant			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$35.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not more than fifteen thousand dollars.	\$65.00		
C. The stock of goods on hand is valued in excess of fifteen thousand dollars.	\$110.00		
If a Transient Merchant			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$165.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not in excess of fifteen thousand dollars.	\$330.00		
C. The stock of goods is valued in excess of fifteen thousand dollars.	\$550.00		
SEC. 13-137 FALSE ALARM CALLS	\$65.00	Per call after the 5th False Alarm per calendar year	
	\$100.00	Per call after the 10 th False Alarm per calendar year	
SEC. 13-138 ALARM BUSINESS PERMITS OR ALARM AGENT PERMITS			
Alarm Business Permit	\$0.00		
Alarm Agent Permit	\$0.00		
Alarm System Permit	\$0.00		
SEC. 14-32 MOBILE HOME PARK PRELIMINARY PLAN FEE	\$150.00	And	
	\$1.00	Each lot or space	
SEC. 14-75 MOBILE HOME SUBDIVISIONS			
Preliminary Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
Final Plan or Detailed Site Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
SEC. 15-5 ABATEMENT OF NUISANCES BY CITY AFTER NOTICE			
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. Together with an administrative expense of \$5. I.C.A. § 364.12(3)(a), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor		In addition to the staff involved in the code enforcement actions, finance staff invoices the owner, tracks it, and processes an assessment (if applicable) when a contractor is hired to address. Allowed by Sec 15-5 (e)
SEC. 15-41 JUNK VEHICLES (IMPOUNDMENT FEE)		As per Police Division Wrecker and Storage Contract	
CHAPTER 17, CEDAR FALLS PARKS AND RECREATION			
RECREATION DIVISION PROGRAM FEES			
ADULT PROGRAMS			
Basketball Leagues	\$370.00	Each Team 10 games	
Couples Volleyball Class	\$29.00	Per person 8 weeks	
Volleyball League	\$125.00	Each team 14 games	
Mini Volleyball	\$75.00	Each team 6 games	
Softball Leagues - 14 games			
Registration	\$355.00	Each team	
Player Fees	\$70.00	Each team	
Mixed League Softball	Plus \$25.00		
Ball Field Rental (field as is)	\$8.00	Per hour	
Youth Games Ball Field Rental - Non-profit			
501C3 Field Rental			
Week Day Evening	\$16.00		
Multiple Rentals (Max. 75 per season)	\$500 Max		
Fall Softball League - 10 games			
Registration	\$255.00	Each team	
Player Fees	\$60.00	Each team	
Softball Field Rental			
One Field - One Day	\$50.00		
Complex (weekend 1 & 2 day)	\$110.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (weekend 1 & 2 day)	\$130.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (field/night, league)	\$60.00		
Kickball League	\$75.00		
Flag Football League - 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	
Dodgeball	\$75.00		
Golf Lessons - 4 lessons	N/A		
Tennis Lessons - 8 lessons	N/A		
Tournaments	Cost Plus \$20.00		
Open Gym Schools, residents	\$3.00	Or RC punch card/membership	
Open Gym Schools, non-residents	\$6.00		
Beach House (all day)	N/A		
Weekend (Friday-Sunday, Holidays)	N/A		
West	\$100.00		
East	\$200.00		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
West	\$62.50		
East	\$125.00		
Full Facility	\$175.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Shelter Rental - All Day	\$25.00		
Up to 6 hours	N/A		
Over 6 hours	N/A		
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
Racquetball League - 11 games			
Singles	\$35.00		
Racquetball Lessons - 6 lessons	\$33.00		
Table Tennis League	\$16.00		
EXERCISE CLASSES			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	N/A		
Fitness Pass w/o Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Fitness Pass w/ Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Circuit Weight Training w/o Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$32.00		
Circuit Weight Training w/ Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$16.00		
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$44.00		
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$22.00		
Rec Xfit - Monthly w/Fitness Pass/Rec Membership			
3 x Per Week	\$29.00		
Rec Xfit - Monthly w/o Fitness Pass/Rec Membership			
3 x Per Week	\$58.00		
Special Fitness Classes (without FP or RCM)	\$60.00		
2 x Per Week Per Month			
Special Fitness Classes (with FP or RCM)	\$30.00		
2 x Per Week Per Month			
Teen Weight Lifting Training (2) 2-hour classes	\$28.00		
*RCM - Rec Center Membership			
*FP - Fitness Pass			
YOUTH PROGRAMS			
Boys Baseball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Boys Baseball 1			
Registration	\$45.00		
Sponsor	\$250.00		
Boys Baseball 2-3			
Registration	\$50.00		
Sponsor	\$500.00		
Boys Baseball 4-5			
Registration	\$50.00		
Sponsor	\$600.00		
Girls Softball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Girls Softball Kind. & 1			
Registration	\$45.00		
Sponsor	\$250.00		
Girls Softball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Girls Softball 4-6			
Registration	\$50.00		
Sponsor	\$500.00		
Kindergarten Basketball			
Registration	\$34.00		
Sponsor	\$200.00		
Boys Basketball 5-6			
Registration	\$44.00		
Sponsor	\$500.00		
Boys Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Boys Basketball 1-2			
Registration	\$34.00		
Sponsor	\$300.00		
Girls Basketball 5-6 (format change)			
Registration	\$39.00		
Sponsor	\$250.00		
Girls Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Girls Basketball 1-2			
Registration	\$34.00		
Sponsor	\$300.00		
Summer Track			
Registration	\$50.00		
Sponsor	\$300.00		
Volleyball 3-6 (format change) (8 weeks)			
Registration	\$44.00		
Sponsor	\$400.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Flag Football K-2 (8 weeks)			
Registration	\$44.00		
Sponsor	\$200.00		
Flag Football 3-4			
Registration	\$44.00		
Sponsor	\$300.00		
Flag Football 5-6			
Registration	\$44.00		
Sponsor	\$500.00		
Baseball Club - Wrecking Crew	\$50.00		
Softball Club - Wrecking Crew	\$50.00		
Baseball Shortstops	\$35.00		
Softball Shortstops	\$35.00		
Soccer K, 1 & 2			
Registration	\$34.00		
Sponsor	\$350.00		
Golf Lessons	N/A		
Tennis Lessons	\$55.00		
Tot Lot			
One Week	\$32.00		
Six Weeks	\$150.00		
One Day	\$9.00		
Open Gym in schools	No Charge		
Special Events	Cost	Plus \$5.00	
Tournaments	Cost	Plus 0-10%	
Indoor Park, 1-5 years			
Full Session (18- 22 times)	\$28.00		
Mini Session	\$40.00		
Daily	\$18.00		
Chew & View - 2 hours	\$3.00		
Parents Night Out - 2 hours	\$6.00		
Birthday Party	\$8.00		
Birthday Party - Theme Package	\$125.00		
Add Pizza	\$155.00		
3 on 3 Basketball Tourney	\$30.00	Per Team	
Soccer Tournament	\$20.00		
Hot Shot Basketball	\$5.00		
Free Throw Contest	\$5.00		
Karate	\$32.00		
New Sports & Active Programs	Charge	Comparable	
Sack Lunch Days	\$28.00		
Tumbling - 5 sessions	\$32.00		
Hockey - Inline			
Registration	N/A		
Sponsor	N/A		
Camp Cedar Falls			
One Week	\$120.00		
Full Summer 8 weeks (1 week free)	\$840.00		
Full Summer 9 weeks (1 week free)	\$960.00		
Pre and Post Care			
Daily	\$5.00		
Weekly	\$20.00		
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.			
SWIM POOL FEES			
Daily Admission - Indoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$5.00		
Adult (18 & Up)	\$5.00		
Daily Admission - Outdoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$8.00		
Adult (18 & Up)	\$8.00		
Summer			
Memorial Day-1st Day of School			
Family Season Pass			
Resident**	\$210.00		
Non-Resident**	\$260.00		
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Child Care Provider Pool Pass - Mon-Fri	\$70.00		
Adult Season Pass			
Resident	\$130.00		
Non-Resident	\$160.00		
Youth & Sr. (65 & Up) Season Pass			
Resident	\$125.00		
Non-Resident	\$155.00		
Lap Swim - Indoor			
Resident	\$85.00		
Non-Resident	\$95.00		
**Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass.			
Winter			
1st Day of School-Memorial Day			
Family Season Pass (w/ Rec Membership)			
Resident	\$55.00		
Non-Resident	\$60.00		
Family Season Pass (w/o Rec Membership)			
Resident	\$135.00		
Non-Resident	\$145.00		
Adult Season Pass (w/ Rec Membership)			
Resident	\$30.00		
Non-Resident	\$35.00		
Adult Season Pass (w/o Rec Membership)			
Resident	\$100.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Non-Resident	\$105.00		
Youth Season Pass - 17 & Under (w/ Rec Membership)			
Resident	\$30.00		
Non-Resident	\$35.00		
Youth Season Pass - 17 & Under (w/o Rec Membership)			
Resident	\$80.00		
Non-Resident	\$85.00		
*RCM - Rec Center Membership			
Swim Lesson - Youth	\$34.00		
Swim Lesson - Adult	\$38.00		
WSI	N/A		
Aqua Trim	\$34.00		
Deep Water Aqua Trim	\$34.00		
Aqua Trim Tryout	\$5.00		
Stretching Aqua Trim	\$34.00		
Lap Swim - Daily Indoor	\$5.00	Or Pass	
Life Guarding	\$125.00		
Lifeguard Recertification	\$86.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$65/hr.		
Pool Rental ID, 76 or more people	\$80/hr.		
Pool Rental OD			
Zero Depth - 2 hours	\$220.00		
Zero Depth / Lazy River / 2 Waterslides -- 2 hours	\$445.00		
Lap Pool / Lazy River / 2 Waterslides - 2 hours	\$545.00		
Lap Pool - 2 hours	\$345.00		
Entire Facility - 2 hours			
No Concessions	\$645.00		
Concessions Sold - Resident	\$35.00/hr.		
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.			
** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult or 4 or less children or 2 adults and 3 or less children.			
Each additional child in the family will be \$10.00. Implemented Spring 2012.			
RECREATION CENTER			
Admission			
Daily Resident			
24 & Under	\$5.00		
Adult 25 & Over	\$10.00		
Senior Citizen	\$5.00		
Holiday Special Event Admission	\$3.00	Per person - Any age	
Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$115.00		
Adult	\$175.00		
Senior Citizen	\$155.00		
Family	\$260.00		
Non-Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$210.00		
Adult	\$355.00		
Senior Citizen	\$290.00		
Family	\$465.00		
Monthly Membership - Resident			
18 & Under	\$15.00		
University Student (19-22)	\$20.00		
Adult 19 & Over	\$25.00		
Family	\$40.00		
Senior Citizen	\$20.00		
Monthly Membership - Non-Resident			
18 & Under	\$30.00		
Adult 19 & Over	\$50.00		
Family	\$65.00		
Senior Citizen	\$40.00		
Replace I.D. Card	\$9.00		
Corporate Rate			
Individual	\$235.00		
Family	\$310.00		
Racquetball			
Drop-in, per hour	\$0.00	Each	
Reservation, per hour	\$2.00	Each	
10 Punch Card	\$17.00	to \$20.00 Value	
Child Care			
2-hour stay	\$3.00		
20-Punch Card	\$40.00		
Rentals			
Resident Non-profit Organizations			
Entire facility w/ adequate approved adult supervision 1:20 ratio			
Per Hour	\$100.00		
Each additional hour	N/A		
Maximum cost (12 hr. max.)	N/A		
Meeting Room	\$10.00	Per hour	
Full Room	\$25.00	Per hour	
Gym Rental			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Fit Gym	\$35.00	Per hour + staff cost	
½ of Old Gym	\$35.00	Per hour + staff cost	
All of Old Gym	\$70.00	Per hour + staff cost	
Activity Room	\$25.00	Per hour + staff cost	
*s.c. - Staff Cost (if needed)	\$25.00		
** Memberships include free towel usage and all drop-in fitness classes. Members of as April 30, 2019 wanting to get a fitness pass would pay the difference between the old membership price and the new price.		Note reduction in text. Add text: As pandemic conditions allow.	
CITY EMPLOYEE WELLNESS RATES			
Recreation Center Membership			
Individual		30.00	
Family		40.00	
Summer Swim Pass, purchased after May 1			
Individual		75.00	
Family		115.00	
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Indoor Lap Swim Pass		45.00 - EE, Reserves, Retiree only	
Winter Swim Pass, purchased after August 15			
Individual w/RCM		12.50	
Family w/RCM		25.00	
Individual w/o RCM		47.50	
Family w/o RCM		65.00	
A full list of drop in fitness classes now included under the membership can be found the web at www.cedarfalls.com/fitness			
COMMUNITY CENTER RENTAL			
Regular Hours:			
Monday-Friday 8am - 4pm			
Seniors citizens (over 65) Events:			
Monday-Friday Non-Holidays 8am - 4pm			
Non-Organized Clubs	No Charge		
Organized Clubs	\$8.00	Per hour	
Outside Regular Community Center Hours	\$10.00	Per hour	
All Other Non-Profit Events:			
Non-Holiday weekdays 8am-4pm			
Area of facility (Includes Staff Cost):			
Minimum 1 1/2 hour Rental			
Main Hall	\$50.00	Per hour	
Dance Floor	\$25.00	Per hour	
Main Hall and Dance Floor	\$60.00	Per hour	
Weekends, Holidays & Outside of Regular Hours -			
Minimum 1 1/2 hour Rental			
Area of facility (Includes Staff Cost):			
Main Hall	\$60.00	Per hour	
Dance Floor	\$30.00	Per hour	
Main Hall and Dance Floor	\$75.00	Per hour	
Security Deposits for Weekends, Holidays & Outside of Regular Hours:			
Non-Beer and/or Wine Events	\$250.00		
Events with Beer and/or Wine	\$500.00		
HEARST CENTER FOR THE ARTS:			
Regular Business Hours			
Tuesday & Thursday 10am - 9pm			
Wednesday & Friday 10am - 5pm			
Saturday & Sunday 1pm - 4pm			
Members of Friends of the Hearst receive 10% off space rental			
Qualifying nonprofit or educational groups receive 50% off space rental			
Equipment and staffing fees are the same for everyone			
Mae Latta Hall	45.00	Per hour	
Hearst Reading Room	20.00	Per hour	
Nancy Price Meeting Room	15.00	Per hour	
Rownd I & Rownd II Classrooms	35.00	Per hour for one room	
	50.00	Per hour for both rooms	
McElroy Classroom	35.00	Per hour	
Corning Patio	40.00	Per hour	
	20.00	Per hour if rented in addition to classroom	
Sculpture Garden	350.00	up to four hours	
	50.00	each additional hour	
Equipment Use and Service:			
Piano	45.00		
Room Set-Up	30.00	for events fewer than 25	
	45.00	for groups 26-100	
Additional Fees:			
Staff member if event takes place outside center hours	\$30.00	Per hour	
An additional fee will be deducted from the security deposit if the space requires cleaning.			
A nonrefundable deposit of 50% of the rental fee is due at the time the reservation is made			
All events during which food or beverages will be served require a security deposit of \$250.00			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Beer and wine may be served only in compliance with the Hearst Center's alcoholic beverage policy and will require a \$500 security deposit. Hard liquor is not allowed			
VISITOR CENTER RENTAL			
During Regular Business Hours:			
Monday-Friday 8am – 5pm		30 people maximum & use of conference room and patio only	Removing hours from the fee schedule listing.
Half Day (4 hours)	\$150.00	Flat Fee - 30 people maximum. Use of conference room and patio only.	
Full Day (8 hours)	\$300.00	Flat Fee - 30 people maximum. Use of conference room and patio only.	
- Saturday 9am – 4pm & Sunday Noon-4pm	\$75.00	Per hour, during open hours, 30 people maximum & use of conference room and patio only	Due to COVID, no weekend hours planned.
- Outside Regular Visitor Center Hours	\$100.00	Per hour, 30 people maximum & use of conference room and patio only	Due to COVID, no weekend hours planned.
PAW PARK			
Usage Fees			
Annual			
First Dog	\$15.00		
Each Additional Dog	\$15.00		
Daily	\$2.00	Per dog	
VETERANS PARK			
Memorial Brick	\$75.00		
CEMETERY FEES			
Services			
Adult Spaces, Flush Marker Section	\$675.00		
Adult Spaces, Monument Section	\$800.00		
Infant Spaces 2' X 5'	\$250.00		
Infant Spaces 2.5' X 5'	\$260.00		
Adult Open and Close - Weekday	\$750.00		
Adult Open and Close - Saturday a.m.	\$900.00		
Adult Open and Close - Saturday p.m.	\$950.00		
Adult Open and Close - Less than 8-hour Notice	\$925.00		
Infant Open and Close - Weekday			
Without Tent	\$335.00		
With Tent	\$385.00		
Infant Open and Close - Saturday			
Without Tent	\$425.00		
With Tent	\$500.00		
PM - Add	\$50.00		
Cremains - Weekday			
Without Tent	\$350.00		
With Tent	\$400.00		
Cremains - Saturday			
Without Tent	\$425.00		
With Tent	\$500.00		
PM - Add	\$60.00		
Winter Cremains - Weekday with Tent	\$625.00		
Winter Cremains - Saturday a.m. with Tent	\$725.00		
Winter Cremains - Saturday p.m. with Tent	\$775.00		
Services before 9:00 a.m.	\$175.00	Additional	
Services entering Cemetery after 3:00 p.m.	\$200.00	Additional and	
	\$50.00	Each hr after 4:00 p.m.	
Disinterment - Adult	\$1,250.00		
Disinterment - Infant/Cremains	\$550.00		
Foundation and Marker Permit (Charged to Monument Company)	\$65.00		
Cemetery Lot Ownership and Deed Changes	\$60.00		
NOTE: No Tent Service Available for Interments which Require a Vault			
SEC. 16-99 HAZARDOUS WASTE SPILLS	\$50.00	Min. per Incident	
SEC. 17-232 TREE TRIMMER'S LICENSE	\$55.00	Each year	
Bond or Evidence of Insurance	\$5,000.00		
Certificate of Liability Insurance	\$100,000/ \$300,000		
SEC. 17-247 FAILURE TO DESTROY NOXIOUS WEEDS & OTHER VEGETATION			
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf Update Website: https://iowadot.gov/local_systems/Equipment-Rates
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor		In addition to the staff involved in the code enforcement actions, finance staff invoices the owner, tracks it, and processes an assessment (if applicable) when a contractor is hired to address. Allowed by Sec 17-247 (c) (c). 10% of contractor invoice
SEC. 19-57 MAILBOX DAMAGE REPAIR		Up to/not to exceed \$75.00	New fee
SEC. 19-176 SIDEWALK CONSTRUCTION OR REMOVAL PERMIT	\$30.00		
SEC. 19-183 REPAIR OF DEFECTIVE SIDEWALKS			

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SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
For Hire Contractor	Amount Invoiced by Contractor	These costs shall be assessed against the abutting property for collection in the same manner as a property tax. I.C.A. §364.12(2)(b), (e)		
SEC. 19-185 REMOVAL OF SNOW & ICE FROM SIDEWALKS				
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf	Update Website: https://iowadot.gov/local_systems/Equipment-Rates
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor			
SEC. 19-214 DRIVEWAY ENTRANCE PERMIT				
	\$30.00			
SEC. 19-217 DRIVEWAY CONTRACTOR'S BOND				
	\$5,000.00	Renewable annually		
SEC. 19-2 STREET MEETINGS				
Use of barricades for block parties or street closures	\$25.00	Block - up to Maximum of \$100.00		
SEC. 19-74(d) TABLES, CHAIRS AND/OR BENCHES PERMIT				
	\$25.00	Annually		
SEC. 19-74(e) TEMPORARY SIGNS PERMIT FOR DOWNTOWN SIDEWALK				
	\$25.00	Annually		
SEC. 19-96 SIDEWALK CAFÉ PERMIT				
	\$50.00	Annually		
	\$250.00	Cash deposit		
SEC. 19-100 PUBLIC RIGHT OF WAY EASEMENT				
	\$1.00	Per square foot of public sidewalk within sidewalk café area		
SEC. 19-134 EXCAVATION PERMIT				
	\$30.00			
SEC. 20-34 APPROVAL OF MINOR PLAT				
	\$150.00			
SEC. 20-59 APPROVAL OF PRELIMINARY PLAT				
	\$300.00	Plus \$5.00 per acre		
SEC. 20-104 APPROVAL OF FINAL PLAT				
	\$300.00			
SEC. 20-144 PROCESSING FEES FOR DEDICATION, VACATION OF CITY RIGHT-OF-WAY				
	\$200.00			
UTILITY EASEMENT VACATION				
	\$200.00			
CHAPTER 23 TRAFFIC AND MOTOR VEHICLES				
PARKING METER				
		Fees Covered By Ordinance		
SEC. 23-359 IMMOBILIZATION OF VEHICLES				
	\$50.00			
SEC. 23-413 PARKING PERMITS				
	\$35.00	per month		
SEC. 23-413 PAID PARKING RATES				
	\$50/\$3.00	per hour/per day until 5 pm		
	\$3.00	after 5 pm		
SEC. 23-654 ISSUANCE OF BICYCLE REGISTRATION TAG				
	\$2.00			
CHAPER 24 UTILITIES				
SEWERS AND SEWAGE DISPOSAL				
Septic Tank Discharge Fee	\$13.00	per 1,000 gallons of tank truck capacity		
Hydro-Cleaner	\$150.00	Per Hour		
Sludge Truck	\$150.00	Per Hour		
Sewer Telesiving Apparatus	\$150.00	Per Hour		
Utility Truck	\$75.00	Per Hour		
Pump	\$50.00	Per Hour		
All equipment listed above: 1-Hour Minimum				
Personnel: 1-Hour Minimum	Employee's Effective Rate	Plus 20% administrative fee		
SEC. 24-304 STORM WATER POLLUTION PREVENTION PLAN APPLICATION				
Subdivision plat or initial land development	\$50.00	Per acre exposed		
Subsequent development of lot or parcel of original tract of land	\$100.00	Single family unit		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE														
	\$50.00	Per residential unit for multiple unit complex															
	\$10.00	Per 1,000 sq. ft. of impervious surface															
SEC. 25																	
VEHICLES FOR HIRE																	
SEC. 25-30 License Fee	\$110.00	Each year before March 31															
	\$165.00	after March 31															
	\$30.00	Each vehicle before March 31															
	\$45.00	after March 31															
Vehicle replacement/substitution	\$10.00	Each vehicle/ Each occurrence															
SEC. 25-35																	
APPLICATION FOR DRIVER LICENSE	\$12.00	Each															
SEC. 25-41																	
Renewal of License	\$6.00	Each renewal before March 31															
	\$12.00	Each renewal after March 31															
SEC. 26-4																	
ZONING ORDINANCE AMENDMENT (TEXT OR MAP)																	
Rezoning Request	\$500.00																
Board of Adjustment - Variances	\$350.00																
Board of Adjustment - Special Exceptions	\$350.00																
Land Use Permits	\$30.00	Increase \$5 due to staff time involved in the review.	\$35.00														
Land Use Permits for Commercial and Multi-family (over 2 units), when no Site Plan Review is applicable	\$150.00	Moving to section below & clarifying applicability.															
Site Plan Review																	
- Façade Review for commercial & minor residential improvements	\$50.00	Increase \$5 due to staff time involved in the review.	\$55.00														
- Residential Review, Single Family & Two-Family Residential	\$100.00	Increase \$10 due to staff time involved in the review.	\$110.00														
- Commercial Review including multi-family residential facilities	\$300.00	Increase \$25 due to staff time involved in the review.	\$325.00														
-Commercial and Multi-family (over 2 units), when no P&Z/CC review is applicable		Increase \$25 due to staff time involved in the review.	\$175.00														
-Character district commercial and multi-family (2+ units) review		New fee to provide for reviews that will occur with new downtown zoning code/map for character districts.	\$275.00														
Resubmittal (2nd time or more)		If corrections are needed to submittal documents, staff must repeat review to ensure all areas are addressed. One opportunity to resubmit with no charge is proposed, but after that a fee will apply.	\$100.00														
SEC. 26-134																	
Communication Towers	\$200.00																
Small Wireless Facility																	
Initial Application Fee	\$500.00	5 or more, \$500/first + \$100/each additional	Match State limits. \$50/each additional														
Annual Usage Fee	\$270.00	per year, per facility	Match State limits. \$100/year, per facility														
SEC. 26-138																	
Wind Energy Facilities	\$200.00																
COMMERCIAL FIRE INSPECTION FEE SCHEDULE																	
The purpose of this ordinance is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all nonresidential businesses, buildings and structures within this jurisdiction and certain equipment specifically regulated by the adopted Fire Code of the City of Cedar Falls.																	
New Construction applications for permit shall comply with the adopted Codes of the City of Cedar Falls.																	
ANNUAL LIFE SAFETY PERMITS, LICENSES, AND CERTIFICATIONS FEES																	
The following fees shall be established for the permits, licenses, certificate's, approvals, life safety inspections and other functions performed under this Code and shall be payable by the Non-residential businesses to the City of Cedar Falls. Such fees shall accompany each application for such permit, approval, certificate, or other fee-related Code provisions.																	
(1) Non-residential businesses annual fee schedule for life safety inspection.																	
The inspections, thus the fee schedule shall be based on occupancy, or individual business. Therefore, if there are more than one occupancy or businesses in a single building, each business, and the business owner/occupant thereof, will be responsible for the inspection and the fee. The actual payment of the fee between the occupant and the landlord is between those parties and the lease agreement; the City will not be involved in such agreements. If there is a common area, the inspection and fee for this common area will be the responsibility of the building/property owner.																	
<table border="1" style="width: 100%;"> <thead> <tr> <th>SQUARE FOOT</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>1 - 2,000</td> <td>\$40</td> </tr> <tr> <td>2,001 - 10,000</td> <td>\$70</td> </tr> <tr> <td>10,001 - 20,000</td> <td>\$100</td> </tr> <tr> <td>20,001 - 50,000</td> <td>\$195</td> </tr> <tr> <td>50,001 - 100,000</td> <td>\$225</td> </tr> <tr> <td>over 100,000</td> <td>\$300</td> </tr> </tbody> </table>				SQUARE FOOT	Fee	1 - 2,000	\$40	2,001 - 10,000	\$70	10,001 - 20,000	\$100	20,001 - 50,000	\$195	50,001 - 100,000	\$225	over 100,000	\$300
SQUARE FOOT	Fee																
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20,001 - 50,000	\$195																
50,001 - 100,000	\$225																
over 100,000	\$300																
Any building that is fully sprinkled will receive a credit of 50%, of the square footage relative hazard class fee. (This is to show the importance of sprinklers relative to life safety and the type of building construction.)																	
REINSPECTION FEES:																	
At the time of the initial inspection, the occupant and/or owner will receive a copy of the life safety inspection indicating which violations need to be corrected. Along with this will be a standard letter listing the date of reinspection as well as the schedule of fees, as listed in the fee schedule. Fees will be assessed if they do not comply at the time of the first, second, or third reinspection date. If the Fire Department is notified in writing, (by mail or hand delivered) in a timely manner, and repairs are scheduled, a reinspection date may be rescheduled to allow more time to complete repairs. Non-profit entities or governmental agencies are not exempt from the reinspection fees as listed in the fee schedule.																	

Item 15.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
REINSPECTION FEES DO NOT APPLY IF VIOLATIONS ARE CORRECTED PRIOR TO THE SCHEDULED REINSPECTION DATE. IF DURING A REINSPECTION VIOLATIONS ARE STILL PRESENT, A REINSPECTION FEE WILL APPLY AS PER THIS FEE SCHEDULE. (First - \$100, Second - \$150, Third - \$200, Each after Third - \$200)			
FIRE RESPONSE INSURANCE RECOVERY FEE:			
Whereas a property owner's insurance policy provides for a fire department response fee, a fee of \$500 shall apply to the owner of a residential property and a fee of \$1000 shall apply to the owner of a commercial property in which the fire department responds to suppress a building fire.			
The fire chief has the authority to waive or negotiate a more appropriate service fee based on hardship, established self-insurance plans and larger deductibles.			



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 319-273-8600
 FAX 319-268-5126

MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 11, 2021
SUBJECT: First Aid Services/Products Agreement

The City of Cedar Falls sent out bid requests and received quotes from two vendors to provide first aid services/products for the City for a three-year period from July 1, 2021 to June 30, 2024. A summary of the quotes from first aid services/products listing is as follows:

Hawkeye 1 st Aid & Safety	\$3,481.77
City Laundering Company	\$3,835.73

When bid requests were received and reviewed, the lowest bidder could not meet the insurance requirements as stated in the Request for Proposal. Based on this fact, we have selected City Laundering Company the lowest responsive bidder. City Laundering Company is able to meet all specifications, will provide quality first aid products, and their business capabilities and reputation meet the required standards.

I would recommend approval of City Laundering Company as the first aid services/products provider for the City of Cedar Falls for the period July 1, 2021 to June 30, 2024. I have enclosed the proposed agreement with City Laundering Company.

If you have any questions please feel free to contact me.

cc: Jennifer Rodenbeck, Director of Finance & Business Operations

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 FIRST AID SERVICE/PRODUCT AGREEMENT

This Agreement is by and between City Laundering Company ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All Core Listing prices are shown on Exhibit "B" attached. All Core Listing prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Products, City shall pay Contractor in accordance with the payment terms set forth in 2.3.

2.3. Following acceptance of Products by the City, payment shall be made to the Contractor within 45 days of receipt of a proper invoice. The invoice shall be invoiced to each City department or division separately and shall be mailed or emailed to the department/division authorized representative of the City, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor.

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Use of Documents

During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Disputes.

7.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

7.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

7.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

8.0. Indemnification.

8.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

8.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 above, and shall survive the termination of this Agreement.

8.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

9.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C". The City may at any time during the term of this Agreement require proof of such insurance.

10.0. Compliance with Laws and Regulations.

10.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

10.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

11.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

12.0. Non-Collusion.

12.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

12.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

12.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

13.0. Nondiscrimination and Equal Opportunity.

13.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

13.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

14.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

15.0. Force Majeure.

15.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

15.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

15.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

16.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

17.0. Governing Law.

17.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

17.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

18.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

19.0 Public Record.

19.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

19.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

19.3. Notwithstanding Sections 19.1 and 19.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

20.0. Debarment.

20.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

20.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

21.0. Entire Agreement.

21.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

21.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

22.0. Extension of Agreement.

This agreement may be extended for another two-year period if agreed upon by both parties.

23.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: <u>Lisa Roeding</u>	Firm: <u>City Laundering Company</u>
	Name: <u>Kevin Wormwood</u>
Title: <u>Controller / City Treasurer</u>	Title: <u>Sales Manager</u>
Address: <u>220 Clay Street</u> <u>Cedar Falls, IA 50613</u>	Address: <u>1700 South Frederick Avenue</u> <u>Oelwein, IA 50662</u>
Telephone: <u>(319) 273-8600</u>	Telephone: <u>(563) 920-3913</u>
Email: <u>lisa.roeding@cedarfalls.com</u>	Email: <u>kwormwood@citylaundering.com</u>

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

CITY LAUNDERING COMPANY

By: 

Its: Kevin Wormwood, Sales Manager

Date: 6/07/2021

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

EXHIBIT A**SCOPE OF FIRST AID SUPPLY PRODUCTS/SERVICES**

1. Contractor shall provide first aid products and services to each department for the City of Cedar Falls for the period of July 1, 2021 – June 30, 2024, with a 3-year pricing guarantee on core list of products in Exhibit B.
2. Contractor shall deliver said first aid products/services weekly, bi-weekly, monthly or quarterly as required by each individual department. Contractor shall adjust the delivery schedule as need for increased seasonal usage.
3. Contractor shall provide each individual department/division separate billings for first aid products and services.

EXHIBIT B

CORE FIRST AID PRODUCTS AND SERVICE PRICES

Description	Class A (Type I)		Class B (Type I)	
	Quantity /Package	Price	Quantity /Package	Price
Adhesive bandage 1" x 3"	60	\$ 6.00	50	\$ 6.00
Adhesive Tape 1" x 2.5 yard	2.5	\$ 4.41	2	\$ 8.82
Antibiotic Application 1/57 oz.	25	\$ 5.23	25	\$ 5.23
Antiseptic 1/57 oz.	20	\$ 2.09	50	\$ 6.27
CPR-Breathing Barrier	1	\$ 4.87	1	\$ 4.87
Burn Dressing (Gel Soaked) 4" x 4"	1	\$ 6.44	2	\$ 12.88
Burn Treatment 1/32 oz.	25	\$ 5.38	25	\$ 5.38
Cold Pack 4" x 5"	1	\$ 2.07	2	\$ 4.14
Eye Covering with means of attachment 2.9 sq. in.	2	\$ 2.54	2	\$ 2.54
Eye/Skin Wash	1 fl. oz.	\$ 3.88	4 fl. oz.	\$ 3.41
First Aid Guide	1	\$ 0.99	1	\$ 0.99
Hand Sanitizer 1/32 oz.	25	\$ 5.81	10	\$ 5.81
Medical Exam Gloves	4 pair	\$ 5.93	4 pair	\$ 5.93
Rolled Gauze Bandage 2" x 4 yd.	1	\$ 0.91	2	\$ 1.82
Rolled Gauze Bandage 4" x 4 yd.		N/A	1	\$ 1.21
Scissors	1	\$ 2.82	1	\$ 2.82
Splint 4" x 24"		N/A	1	\$ 7.25
Sterile Pad 3" x 3"	10	\$ 2.42	4	\$ 2.42
Tourniquet 1" width		N/A	1	\$ 5.40
Trauma Pad 5" x 9"	1	\$ 1.04	4	\$ 2.08
Triangular Bandage 40" x 40" x 56"	1	\$ 0.96	2	\$ 1.92
Wall Mounted First Aid Kit - Class				\$ 95.00
Wall Mounted First Aid Kit - Class B (Type III)				\$ 120.00
Portable First Aid Kit - Class B (Type III)				\$ 32.32
Portable First Aid Kit - Class B (Type IV)				\$ 76.65

Optional items - which may be stocked			
Adhesive Tape 1/2" x 2.5 yard		2.5 yds	\$ 3.00
Alcohol Wipes		50	\$ 2.45
Antiseptic spray - 2 fl. oz.			\$ 3.36
Bandage - Liquid		1	\$ 1.93
Bandage - Quick Heal Patches		5\	\$ 14.50
Bandage - Quick Heal Strips		5/	\$ -
Bandage, Extra-long strip		40	\$ 5.61
Bandage, Non-Latex Elastic Strip		50	\$ 4.05
Bandage, Non-Latex Fingertip		40	\$ 6.27
Bandage, Non-Latex Knuckle		40	\$ 5.40
Bandage, Waterproof Clear Strips		50	\$ 11.21
Blood-stopper Compress		1	\$ 3.85
Bodily Fluid Clean-up Kit			\$ 21.58
Burn Treatment spray - 2 fl. oz.			\$ 3.37
Burn relief gel 1/8 oz.			\$ 1.33
Cotton Swab		1	\$ 3.46
Eye Cups - qty 6		100	\$ 3.52
Eye Wash - 4 oz.			\$ 3.41
Face Mask (individual & disposable)		10	\$ 24.00
First Aid Cream 1/32 oz.		10	\$ 2.53
Glucose pack		1	\$ 15.00
Hydrocortisone 1/32 oz.		25	\$ 4.26
Lubricant eye drops .4 ml		30	\$ 23.20
Medi-Rip Self Adhesive Wrap - 2"			\$ 5.09
Medi-Rip Self Adhesive Wrap - 3"			\$ 6.94
Triple Antibiotic Ointment 1/41 oz.		25	\$ 5.23
Tweezers - single use		1	\$ 0.28
Wound Closures (butterfly closure)		16	\$ 2.64
Wound Sealer		1	\$ 14.95
Restocking Service Charge per location per month			\$ 7.95

Exhibit C

First Aid Product & Services Cedar Falls, Iowa

08-24-2020

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:
- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
 - Additional Insured Requirement – See Attachment 1.
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

9. **Errors and Omissions:** If the Contractor's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous errors and omissions coverage for a period commencing no later than the date of this contract, and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.
10. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
11. **Limits:** By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.
12. **Performance and Payment Bonds:** The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
13. **Waiver of Subrogation:** To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out

of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

ATTACHMENT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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CITYLAU-01

Item 16.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Accel Group LLC PO Box 3100 Cedar Rapids, IA 52406-3100	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(319) 365-8611	FAX (A/C, No): (319) 365-6919
	E-MAIL ADDRESS:	certs@acceladvantage.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nationwide Insurance Company		
INSURED City Laundering 1700 S. Frederick Ave Oelwein, IA 50662	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	ACPLD03009910705	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	ACPBA3009910705	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			ACPCAA3009910705	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ACPWC3009910705	12/1/2020	12/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are Additional Insured on the General Liability policy on a primary and noncontributory basis. Governmental Immunities Endorsement Including 30 Days' Notice of Cancellation is included. A Waiver of Subrogation applies under the General Liability and Workers Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Cedar Falls
220 Clay St
Cedar Falls, IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Municipality: CITY OF CEDAR FALLS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured the Municipality shown in the Schedule of this endorsement.
- 1. Nonwaiver of Governmental Immunity.** We expressly agree and state that the purchase of this policy and the including of the Municipality shown in the schedule does not waive any of the defenses of governmental immunity available to the Municipality under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 - 2. Claims Coverage.** We further agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exist and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 - 3. Assertion of Governmental Immunity.** The Municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request from us.
 - 4. Non-Denial of Coverage.** We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the Municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Municipality shown in the Schedule.
- No Other Change in Policy.** The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All terms and conditions of this policy apply unless modified by this endorsement.

IL 70 02 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADVANCE NOTICE OF CANCELLATION, NONRENEWAL
OR COVERAGE REDUCTION OR RESTRICTION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY POLICY
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF CEDAR FALLS	220 CLAY ST CEDAR FALLS, IA 50613

Number of Days Notice _____

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 319-273-8600
 FAX 319-268-5126

MEMORANDUM

Financial Services Division

h **TO:** Mayor Green and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 11, 2021
SUBJECT: Janitorial Products Agreement

The City of Cedar Falls sent out bid requests and received quotes from three vendors to provide janitorial products, such as paper towels, toilet paper, trash can liners, cleaning chemicals and soaps to all departments of the City for a three year period from July 1, 2021 to June 30, 2024. In review of the bids Office Express/Office Products submitted the lowest bid.

Office Express/Office Products	\$31,102.40
Martin Brothers Distributing Co., Inc.	\$33,227.19
Capital Sanitary Supply	\$37,403.63

Office Express/Office Products is able to meet all specifications, they have no delivery charge, they will provide a quality product and their turnaround time is acceptable.

Since Office Express/Office Products submitted the lowest bid, I would recommend approval of Office Express/Office Products as the janitorial products vendor for the City of Cedar Falls for the period July 1, 2021 – June 30, 2024. I have enclosed the proposed agreement with Office Express/Office Products.

If you have any questions please feel free to contact me.

cc: Jennifer Rodenbeck, Director of Finance & Business Operations
 Matt Buck, Building Maintenance Supervisor

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 JANITORIAL PRODUCTS AGREEMENT

This Agreement is by and between Laser Tech. USA, Inc. d/b/a Office Express / Office Products ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" and Exhibit "B" attached.

1.2. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.3 The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All Core Listing prices are shown on Exhibit "B" attached.

2.2. After inspection (if applicable) and acceptance by the City of Products, City shall pay Contractor in accordance with the payment terms set forth in 2.3.

2.3. Following acceptance of Products by the City, payment shall be made to the Contractor within 45 days of receipt of a proper invoice. The invoice shall be invoiced to each City department or division separately and shall be mailed or emailed to the department/division authorized representative of the City, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor.

2.5. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Products, or if the City is advised of liens or other claims against any Products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Use of Documents

4.1. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5)

years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Products which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that products delivered, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of this Agreement. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.2. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Products under this Agreement, and for any losses or costs to repair or remedy any Products undertaken by the City as a result of any such acts, errors or omissions.

6.3. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Disputes.

7.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

7.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Products within this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

7.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

8.0. Indemnification.

8.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and

expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

8.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 above, and shall survive the termination of this Agreement.

8.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

9.0. Compliance with Laws and Regulations.

9.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

9.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

10.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

11.0. Non-Collusion.

11.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

11.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

11.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

12.0. Nondiscrimination and Equal Opportunity.

12.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

12.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

13.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

14.0. Force Majeure.

14.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

14.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed 14 calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

14.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

15.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

16.0. Governing Law.

16.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

16.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

17.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

18.0. Public Record.

18.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

18.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

18.3. Notwithstanding Sections 18.1 and 18.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

19.0. Debarment.

19.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

19.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

20.0. Entire Agreement.

20.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

20.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

21.0. Extension of Agreement.

This agreement may be extended for another two-year period if agreed upon by both parties.

22.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: <u>Lisa Roeding</u>	Firm: <u>Laser Tech. USA, Inc. dba Office Express / Office Products</u>
	Name: <u>Benjamin Keel</u>
Title: <u>Controller / City Treasurer</u>	Title: <u>Vice President of Sales & Operations</u>
Address: <u>220 Clay Street</u> <u>Cedar Falls, IA 50613</u>	Address: <u>319 Broadway Street</u> <u>Waterloo, IA 50703</u>
Telephone: <u>(319) 273-8600</u>	Telephone: <u>(319)363-9426</u>

Email: lisa.roeding@cedarfalls.com

Email: BKEEL@OFFICEEXPRESS.US

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

LASER TECH. USA, INC., d/b/a OFFICE CONCEPTS / OFFICE PRODUCTS

By: 

Its: Benjamin Keel, V.P. Sales & Operations

Date: 6/3/21

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

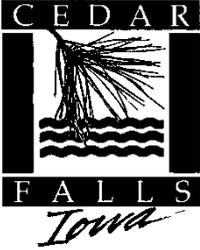
EXHIBIT A
SCOPE OF JANITORIAL PRODUCTS

1. Contractor shall provide janitorial products, such as paper towels, facial tissue, windshield towels, toilet tissue, trash can liners, cleaning chemicals, and soaps to the City for the period of July 1, 2021 – June 30, 2024; with a 1-year pricing guarantee on core list of products in Exhibit B and a 15-20% discounted pricing structure on non-core items. Contractor will give the Buildings Maintenance Supervisor, a 30-day notice with the any price increases/decreases to the current contract pricing for years two and three of agreement (FY2023 and FY2024).
2. City staff will purchase online via OfficeExpress.us and have orders delivered to the city location. For this ordering method the employee will be given an online user ID. Purchases made via Order.OfficeExpress.us will have a discounted contract pricing shown on the website.
3. There will be no delivery charges for janitorial products. Should any item warrant any delivery charge, the Buildings Maintenance Supervisor will be contacted, and approval given – in writing – prior to the order being processed and billed to the City.
4. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are in their original packaging and in sellable condition. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are returned within 30 calendar days of delivery and/or products that are returned due to damage, incorrectly shipped, or due to a vendor's order entry error.

EXHIBIT B
CORE JANITORIAL PRODUCTS PRICES

ITEM DESCRIPTION	UNIT PRICE
Toilet Tissue:	
Toilet Tissue: White, 2 ply, 4.5"x4.05", 550 sheets per roll, standard size, medium quality.	\$36.94
Toilet Tissue: White, 2 ply, 3.5"x1000' rolls, medium quality, current brand GP.	18.77
Fort James #19375 Coreless 2P - Reg. Size	64.45
Roll Towels:	
Perforated Roll Towels: #273 White, 2 ply, 11"x8.8", 100 sheets per roll, medium quality.	24.50
GP Roll Towel 2P #277 12/250 ct	23.02
GP Jr. Centerpull Towel #281-25	23.22
GP Centerpull Towel #28124 6/400'	24.88
Automatic Roll Towels:	
GP Enmotion Roll Towel 6/800'	62.88
Hand Towels:	
Singlefold Towel: Brown, 1 ply, 9.25"x10".	16.40
Multifold Towel: White, 1 ply, 9.125"x9.5".	17.75
Napkins:	
Beverage Napkins: White, 1 ply, 10"x10".	14.05
Facial Tissue:	
Facial Tissue: White, 2 ply, 8"x8.3", 100 sheets per box.	14.15
Trash Can Liners:	
7 -10 gal.: Clear, 24"x24", Hi-De.	13.50
15 gal.: Clear, 24"x33", Hi-De.	22.05
15 gal.: Black, 24"x33", Low-De, HD.	34.34
33 gal.: Clear, 33"x39", Hi-De.	18.99
33 gal.: Black, 33"x39", Low-De, HD.	18.99
45 gal.: Clear, 40"x48", Hi-De.	23.87
45 gal.: Black, 40"x46", Low-De, HD.	17.55
55 gal.: Black, 38"x58", Low-De, HD.	18.92
56 gal.: Black, 43"x47", Low-De, HD.	19.52
56 gal.: Black, 43"x47", 1.6 mil	34.49
56 gal.: Black, 43"x47", 1.7 mil	42.49
Cups:	
Cold Drink Paper: Waxed, 5 oz. size.	122.78
Styrofoam 10 oz.	30.22
Styrofoam 16 oz.	44.55

Gloves:	
Latex Powder Free Gloves- (minimum thickness of 3.9mil)	
Medium	112.99
Large	112.99
Xlarge	112.99
Black Nitrile Powder Free 9" Glove (minimum thickness 4.0 mil in cuff, palm and finger tips)	
Medium	157.50
Large	157.50
Xlarge	157.50
Cleaning Chemicals	
Bowl Cleaner 950 9.5% HCL #023760	31.45
Disinfectant Cleaner RTU	24.95
Disinfectant Cleaner Aerosol	39.41
Glass Cleaner RTU	23.99
Glass Cleaner Aersosol	24.21
Metered Air Freshners 7oz.	3.99
List available fragarances and prices	
Soap/Sanitizer:	
Gojo SuproMax Hand Cleaner #7272	78.41
Gojo Cherry SuproMax Hand Clnr #7282	20.81
Purell Advanced Instant Foam Sanitizer #8805	63.25
Purell LTX Foaming Hand Sanitizer Refills	59.95
Provon Citrus Ginger Foam Hand and Shower #8824	40.22
Provon Clear and Mild Hand Wash #8821	37.99
Powdered Laundry Detergent	23.92
Rubbermaid Sanitary Waxed Bags #6141	17.75
Rubbermaid Changing Table Liners #	34.18
Urinal Screens #813320	26.95
Delivery	No Charge



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 319-273-8600
 FAX 319-268-5126

MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 11, 2021
SUBJECT: Linen Services Agreement

The City of Cedar Falls sent out bid requests and received quotes from three vendors to provide linen services such as shop towels, mops, and rug/floor mats to all departments of the City for a three year period from July 1, 2021 to June 30, 2024. The summary of the quotes is as follows:

Aramark Uniform Services	\$ 8,706.39
City Laundering	\$ 9,204.00
Cintas Corporation	\$11,563.78

Matt Buck Buildings Maintenance Supervisor and I have reviewed the bids and Aramark is a qualified bidder with the lowest price, no delivery fee, and whose business capabilities and reputation meet the required standards. I would recommend approval of Aramark Uniform Services as the linen services provider for the City of Cedar Falls for a three-year period listed above. I have also attached the proposed agreement with Aramark Uniform Services.

If you have any questions, please feel free to contact me.

cc: Jennifer Rodenbeck, Finance & Business Operations Director
 Matt Buck, Building Maintenance Supervisor

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
LINEN SERVICES AGREEMENT

This Agreement is by and between Aramark Uniform Services ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All Core Listing prices are shown on Exhibit "B" attached. All Core Listing prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Products, City shall pay Contractor in accordance with the payment terms set forth in 2.3.

2.3. Following acceptance of Products by the City, payment shall be made to the Contractor within 45 days of receipt of a proper invoice. The invoice shall be invoiced to each City department or division separately and shall be mailed or emailed to the department/division authorized representative of the City, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor.

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Use of Documents

During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Disputes.

7.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

7.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

7.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

8.0. Indemnification.

8.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

8.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 above, and shall survive the termination of this Agreement.

8.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

9.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C". The City may at any time during the term of this Agreement require proof of such insurance.

10.0. Compliance with Laws and Regulations.

10.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

10.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

11.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

12.0. Non-Collusion.

12.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

12.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

12.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

13.0. Nondiscrimination and Equal Opportunity.

13.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

13.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

14.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

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15.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

15.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

15.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

16.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

17.0. Governing Law.

17.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

17.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

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In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

19.0. Public Record.

19.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

19.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

19.3. Notwithstanding Sections 19.1 and 19.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

20.0. Debarment.

20.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

20.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

21.0. Entire Agreement.

21.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

21.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

22.0. Extension of Agreement.

This agreement may be extended for another two-year period if agreed upon by both parties.

23.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Lisa Roeding

Title: Controller / City Treasurer

Address: 220 Clay Street
Cedar Falls, IA 50613

Telephone: (319) 273-8600

Email: lisa.roeding@cedarfalls.com

Contractor:

Firm: Aramark Uniform Services

Name: Mike Boldt

Title: General Manager

Address: 600 Linden Avenue
Waterloo, IA 50703

Telephone: (319) 404-1083

Email: boldt-michael@aramark.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

ARAMARK UNIFORM SERVICES

By: 

Its: Mike Boldt, General Manager

Date: 6/4/21

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

Date: _____

EXHIBIT A
SCOPE OF LINEN SERVICES

1. Contractor shall provide Linen products and services, such as floor mats, mops, and shop towels, to each department for the City of Cedar Falls for the period of July 1, 2021 – June 30, 2024, with a 3-year pricing guarantee on core list of products in Exhibit B.
2. Contractor shall deliver said linen products/services weekly, bi-weekly, or monthly as required by each individual department. Contractor shall adjust the delivery schedule as need for seasonal usage.
3. Contractor shall provide each individual department/division separate billings for linen products and services.

EXHIBIT B
CORE LINEN PRODUCTS AND SERVICE PRICES

ITEM DESCRIPTION	UNIT	UNIT PRICE
Shop Towels - Class I 12x12	per towel	\$ 0.035
Inventory Maintenance	per towel	3% of inventory @ \$.40
Towel Manager Locker (comparable to PENCO 10512)		\$ 2.44
Snap Mop		
Snap Mop Handle	per handle	\$ -
Snap Mop Red (24")	per mop	\$ 0.31
Snap Mop Green (36")	per mop	\$ 0.54
Wet Mop	per mop	\$ 1.55
Steady Step Mats: Nylon/Rubber		
3x4 brown - E-series	per mat	\$ 1.98
4x6 brown	per mat	\$ 3.90
Scraper Mat		
3 x 5 Black	per mat	\$ 2.00
Heavy Duty Mats: Nylon/Rubber		
3x4 grey	per mat	\$ 1.32
3x4 grey	per mat	\$ 3.96
4x6 grey	per mat	\$ 3.90
4x6 grey	per mat	\$ 7.80
3x10 grey	per mat	\$ 5.25
3x10 grey	per mat	\$ 10.50
Delivery		No Charge

Exhibit C

**Linen Product & Services
Cedar Falls, Iowa**

08-24-2020

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:
- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
 - Additional Insured Requirement – See Attachment 1.
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

9. **Errors and Omissions:** If the Contractor's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous errors and omissions coverage for a period commencing no later than the date of this contract, and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.
10. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
11. **Limits:** By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.
12. **Performance and Payment Bonds:** The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
13. **Waiver of Subrogation:** To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out

of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

ATTACHMENT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other

Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Aramark Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

on the General Liability policy on a Primary and Noncontributory basis.

Waiver of subrogation applies under the General Liability and Workers Compensation policies, as permitted by law.

POLICY NUMBER: HDO G 71447753
 Effective: 10/01/2020-2021

COMMERCIAL GENERAL LIABILITY
 CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed to include as additional insured under a written contract provided such contract was executed prior to the date of loss and requires the use of CG2037 (12/19)	All Locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Aramark Services, Inc.			Endorsement Number 13
Policy Symbol HDO	Policy Number G71447753	Policy Period 10/01/2020 TO 10/01/2021	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization

- 1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or
- 2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.

IOWA ADDITIONAL INSURED ENDORSEMENT

Named Insured Aramark Services, Inc.			Endorsement Number 124
Policy Symbol HDO	Policy Number G71447753	Policy Period 10/01/2020 to 10/01/2021	Effective Date of Endorsement 06/07/2021
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- EXCESS COMMERCIAL GENERAL LIABILITY POLICY**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

SCHEDULED CITY

City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613

The city shown in the Schedule (the "City"), including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the City. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

The following additional provisions apply with respect to the City:

- 1. Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Government Immunity.** The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.
5. **No Other Change in Policy.** The insurance carrier and the City agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
6. **Cancellation and Material Change.** Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the City at the address shown in the Schedule. This provision supersedes any standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Authorized Representative



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 319-273-8600
 FAX 319-268-5126

MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 11, 2021
SUBJECT: Office Supply and Copy Paper Agreement

The City of Cedar Falls sent out bid requests and received quotes from three vendors to provide office supplies and copy paper to all departments of the City for a three-year period from July 1, 2021 to June 30, 2024. A summary of the quotes from a core office supply and copy paper listing is as follows:

Office Express/Office Products	\$19,177.31
Staples Contract & Commercial, LLC	\$21,434.06
Matt Parrott/Storey Kenworthy	\$23,631.39

Based on our review of the comparison summary, you will note that Office Express/Office Products submitted the lowest bid. Office Express/Office Products is able to meet all specifications, they have no delivery charge, they will provide a quality product and their turnaround time is acceptable.

Since Office Express/Office Products submitted the lowest bid, I would recommend approval of Office Express/Off Products as the office supply and copy paper provider for the City of Cedar Falls for the period July 1, 2021 – June 30, 2024. I have enclosed the proposed agreement with Office Express/Office Products.

If you have any questions please feel free to contact me.

cc: Jennifer Rodenbeck, Director of Finance & Business Operations

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

OFFICE SUPPLY & COPY PAPER PRODUCT AGREEMENT

This Agreement is by and between Laser Tech. USA, Inc. d/b/a Office Express / Office Products ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" and Exhibit "B" attached.

1.2. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.3. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All Core Listing prices are shown on Exhibit "B" attached. All Core Listing prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Products, City shall pay Contractor in accordance with the payment terms set forth in 2.3.

2.3. Following acceptance of Products by the City, payment shall be made to the Contractor within 45 days of receipt of a proper invoice. The invoice shall be invoiced to each City department or division separately and shall be mailed or emailed to the department/division authorized representative of the City, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor.

2.5. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Products, or if the City is advised of liens or other claims against any Products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Use of Documents

4.1. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this

Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Products which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that products delivered, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of this Agreement. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.2. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Products under this Agreement, and for any losses or costs to repair or remedy any Products undertaken by the City as a result of any such acts, errors or omissions.

6.3. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Disputes.

7.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

7.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Products within this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

7.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

8.0. Indemnification.

8.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and

property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

8.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 above, and shall survive the termination of this Agreement.

8.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

9.0. Compliance with Laws and Regulations.

9.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

9.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

10.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

11.0. Non-Collusion.

11.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

11.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

11.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

12.0. Nondiscrimination and Equal Opportunity.

12.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

12.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

13.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person.

Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

14.0. Force Majeure.

14.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

14.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed 14 calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

14.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

15.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

16.0. Governing Law.

16.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

16.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

17.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

18.0. Public Record.

18.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

18.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

18.3. Notwithstanding Sections 18.1 and 18.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as

to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

19.0. Debarment.

19.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

19.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

20.0. Entire Agreement.

20.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

20.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

21.0. Extension of Agreement.

This agreement may be extended for another two-year period if agreed upon by both parties.

22.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Lisa Roeding

Title: Controller / City Treasurer

Address: 220 Clay Street
Cedar Falls, IA 50613

Telephone: (319) 273-8600

Email: lisa.roeding@cedarfalls.com

Contractor:

Firm: Laser Tech. USA, Inc. dba Office Express /
Office Products

Name: Benjamin Keel

Title: Vice President of Sales & Operations

Address: 319 Broadway Street
Waterloo, IA 50703

Telephone: (319)363-9426

Email: bkeel@officeexpress.us

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

LASER TECH. USA, INC., d/b/a OFFICE CONCEPTS / OFFICE PRODUCTS

By: 
Its: Benjamin Keel, V.P. Sales & Operations

Date: 6/3/21

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

Date: _____

EXHIBIT A

SCOPE OF OFFICE SUPPLY & COPY PAPER PRODUCTS

1. Contractor shall provide office supply and paper products to each department for the City of Cedar Falls for the period of July 1, 2021 – June 30, 2024, with a 3-year pricing guarantee on core list of products in Exhibit B and a 15-20% discounted pricing structure on non-core items.
2. City staff will purchase online via OfficeExpress.us and have orders delivered to their department/division city location. For this ordering method the employee will be given an online user ID. Purchases made via Order.OfficeExpress.us will have a discounted contract pricing shown on the website.
3. There will be no delivery charges for traditional office supply products, including copy paper products. Should any item warrant any delivery charge, the respective department will be contacted, and approval given – in writing – prior to the order being processed and billed to the City.
4. Contractor shall provide each individual department/division separate billings for office supply products and copy paper products, as well as new sale catalogs, annually.
5. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are in their original packaging and in sellable condition. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are returned within 30 calendar days of delivery and/or products that are returned due to damage, incorrectly shipped, or due to a vendor's order entry error.

EXHIBIT B
CORE OFFICE SUPPLY & COPY PAPER PRODUCTS PRICES

<i>ITEM DESCRIPTION</i>	<i>Brand</i>	<i>UNIT</i>	<i>UNIT PRICE</i>
Adding Machine Receipt Rolls - 2 1/4" White x 150' 12/pk	Generic	dozen	4.15
Correction Tape, White 1 pk	Tombow	dispenser	1.35
Correction Tape, White 10pk;	Tombow	pkg	15.88
Correction Fluid, White	Paper Mate	bottle	2.47
Paper Clip #1 Non Skid	Sparco	box	1.52
Paper Clip #1 smooth	Sparco	box	0.15
Paper Clip Jumbo smooth	Sparco	box	0.45
Binder Clip, 3/4"	Generic	dozen	0.09
Binder Clip, 1 1/4"	Generic	dozen	0.40
Binder Clip, 2"	Generic	dozen	0.98
UNI-Ball Onyx Rolling ball .5mm Blue	UNI-ball	dozen	4.95
UNI-Ball Onyx Rolling ball .5mm Black	UNI-ball	dozen	4.96
UNI-Ball Vision Roller ball .5mm Red	UNI-ball	each	1.99
Pilot, EasyTouch Pens- Fine Point Black	Pilot	dozen	6.78
Pilot, G2 Gel Ink pen- 0.7 mm Red	Pilot	dozen	9.99
BIC Round Stic Comfort Grip Med. Blue frosted barrel	Bic	dozen	1.92
UNI-Ball Vision Needle Black	UNI-ball	dozen	16.98
Pentel RSVP Ballpoint fine point pen - black	Pentel	dozen	7.99
Pentel EnerGel X gel pen, 1.0mm blue	Pentel	dozen	14.49
Pentel Refill Lead HB.5 mm	Pentel	box	8.55
Pentel Refill Lead HB.5 mm	Pentel	Tube	0.65
Pencil, #2 Medium	Generic	dozen	0.70
Dryerase, Expo Marker; 4 color	Expo	pkg	3.95
Dryerase, Expo Marker; black	Expo	dozen	10.25

Sharpie Major Accent Highlighter, Yellow	Sharpie	dozen	4.96
Sharpie Permanent Marker, Black/chisel	Sharpie	dozen	9.97
Sharpie Marker, Black Fine	Sharpie	dozen	6.25
Rubber Bands, #16	Generic	box	3.79
Rubber Bands, #84	Generic	box	2.71
Rubber Bands, #33	Generic	box	2.20
Tape, scotch, 3/4" x 83.33 10/pk	Scotch	pkg	18.31
Tape, Sealing, 1-7/8 x 54.6 yd; 6 pk	Sparco	pkg	6.99
Standard Staples - 210 per strip; 5000 per box	Swingline	box	0.94
Post-it Note 1-1/2 x 2 12/pk	Generic	pkg	0.88
Post-it Lined Pad 4 x 6 12/pk	Generic	pkg	5.44
Post-it Note 3 x 3 12/pk universal brand	Generic	pkg	1.77
Post-it Note 1-1/2 x 2 12/pk	Post-it	pkg	4.62
Post-it Note 3 x 3 12/pk	Post-it	pkg	9.97
Post-it Note Super Sticky 3 x 3 4/pk	Post-it	pkg	7.25
Post-it Note 3 x 5 5/pk	Post-it	pkg	7.68
Post-it Lined Pad 4 x 6 3/pk	Post-it	pkg	8.22
Post-it Flags, Sign Here 1" Red 80/pkg	Post-it	pkg	2.99
Post-it Flags, 1" standard, bright 100/pkg	Post-it	pkg	3.02
Post-it Flags, 1/2" Arrow, assorted 4 colors	Post-it	pkg	2.12
Post-it Flags, 1/2" standard, assorted 4 colors; 140/ct	Post-it	pkg	3.96
Legal Pad Ruled junior, 5 x 8	Tops	dozen	4.25
Legal Pad Ruled, 8-1/2 x 11	Tops	dozen	7.24
Legal Pad Ruled, 8-1/2 x 14	Tops	dozen	11.95
Top load sheet projector 8.5" x 11; 100/ct	Generic	each	3.92
Binder, D-3-Ring, 8-1/2 x 11, 1" Black	Generic	each	2.29
Binder, D-3-Ring, 8-1/2 x 11, 1-1/2" Black	Generic	each	3.49
Binder, D-3-Ring, 8-1/2 x 11, 2" Black	Generic	each	4.77
Binder, D-3-Ring, 8-1/2 x 11, 3" Black	Generic	each	4.59

Binder, D-3-Ring, 8-1/2 x 11, 4" Black	Generic	each	5.15
Comb Binder 3/4" 100/pkg	Fellowes	pkg	12.20
Reinforcements, Ring	Avery	box	0.79
Binder Index Dividers, blank 5 tab clear,	Avery	set	0.39
Binder Index Dividers, blank 8 tab clear,	Avery	set	0.64
Laser Mailing Labels - Mailing 2 x 4.2, 1000 box	Avery	pkg	27.99
Laser Mailing Labels - Easy Peel 8460 1 x 2- 5/8, 30/sheet 3000 box	Avery	box	23.55
Envelope, Redistrip 6 x 9 white; 100 box	Quality Park	box	13.47
Envelope, self stick 6 x 9 light brown; 100 box	Quality Park	box	12.25
Envelope, Redi Seal 9 x 12 Kraft; 100/box	Quality Park	box	16.44
Envelope, Redi-seal 10 x 13 KFT; 250/box	Quality Park	box	37.99
Envelope, self stick 10 x 13 light brown; 250/box	Quality Park	box	40.99
Envelope, Redi-strip 9" x 12" light brown; 100/box	Quality Park	box	14.88
Index Cards, 3 x 5, Plain White	Generic	pack	0.45
Index Cards, 4 x 6, ruled White	Generic	pack	0.62
Redrope/kraft File Pocket Letter 8.5" x 11" top 3.5" expansion	Smead	box	22.99
File Folder, Letter, 1/5 Cut 100/box	Generic	box	6.95
File Folder, Letter, 1/3 Cut 100/box	Generic	box	3.95
File Folder, Legal, 1/3 Cut 100/box	Smead	box	11.77
File Folder, Letter, Hanging 1/3 tab 25/box	Generic	box	4.95
File Folders, Legal - Hanging 1/5 25/box	Generic	box	4.99
Tabs, Plastic, Hanging Folder	Generic	pack	0.92
IBM Wheel Writer - Typewriter Correction tape	IBM Lexmark	pack	4.49
IBM Wheel Writer - Typewriter ribbon	Generic	pack	2.93
Canned Air - Duster 6/pk	Generic	pack	13.94
Lamination Pouch Menu Size 3ML;100/box	Swingline GBC	each	75.99
Lamination Pouch Letter Size 3ML; 100/box	Swingline GBC	each	34.95
Purell Sanitizer 12oz pump	Gojo Purell	each	3.95

Purell Sanitizer Econ 2L	Gojo Purell	each	18.95
Dayminder Monthly Planner 6.88" x 8.75" 1-year AAG-G400-0	At-a-glance	each	7.49
Monthly Planner Refills 6.88" x 8.75" 1yr AAG-G545-50	At-a-glance	each	13.99
Daily Desk Calendar Refill AAG-E717-50	At-a-glance	each	1.95
Receipt Paper Rolls 3 1/4" x 240' - single ply 5/pk	PM Company	each	9.95
PM Perfection Thermal Print Receipt Paper - 2 1/4" x 55'; 50/carton	Sparco	each	19.25
Copy Paper; 11"x17", 92 bright, 20#		ream	8.59
Copy Paper; 11"x17", 92 bright, 20#		case	35.48
Copy Paper; 8 1/2" x 11"; Blue		ream	4.70
Copy Paper; 8 1/2" x 11"; Canary		ream	4.70
Copy Paper; 8 1/2" x 11"; Green		ream	4.70
Copy Paper; 8 1/2" x 11"; Orchid		ream	4.70
Copy Paper; 8 1/2" x 11"; Pink		ream	4.70
Copy Paper; 8-1/2"x11", 92 bright,20#		case	28.99
Copy Paper; 8-1/2"x14", 92 bright,20#		ream	5.08
Copy Paper; 8-1/2"x14", 92 bright,20#		case	44.94
Delivery			No Charge



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 319-273-8600
 FAX 319-268-5126

M E M O R A N D U M

Financial Services Division

TO: Mayor Green and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 11, 2021
SUBJECT: Uniform Products Agreement

The City of Cedar Falls sent out bid requests and received quotes from four vendors to provide uniforms to the City for a three-year period from July 1, 2021 to June 30, 2024. A summary of the quotes from a uniform listing is as follows:

ServiceWear Apparel, Inc.	\$27,341.76
Galls, LLC	\$27,980.50
Cintas Corporation	\$28,337.57
Phelps Uniform Specialist	\$34,645.63

Based on our review of the comparison summary, you will note that ServiceWear Apparel, Inc. has the lowest bid. Consideration was given to service provided, delivery terms, quality of uniforms, and available sizes.

This bid is under the OMNIA Cooperative Contract obtained by Region 4 Education Service Center Board of Directors, which is a national government purchasing cooperative. The Iowa Code allows public agencies to piggyback on this national contract. We have been very happy with the current service from ServiceWear Apparel, Inc. and they have no delivery charge and their turnaround time and product quality is acceptable.

I would recommend approval of ServiceWear Apparel, Inc. as the uniform provider for the City of Cedar Falls for the period July 1, 2021 to June 30, 2024. I have enclosed the proposed agreement with ServiceWear Apparel, Inc. which you will note includes the master contract under the Region 4 Education Service Center/OMNIA Partners, Public Sector with ServiceWear Apparel, Inc.

If you have any questions please feel free to contact me.

cc: Jennifer Rodenbeck, Director of Finance & Business Operations
 Brian Heath, Public Works & Parks Manager
 Jamie Castle, Inspection Services Manager
 David Wicke, City Engineer
 Mike Nyman, Water Reclamation Manager

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
UNIFORM PRODUCTS AGREEMENT

This Agreement is by and between ServiceWear Apparel, Inc. ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached.

1.2. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.3 The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. After inspection (if applicable) and acceptance by the City of Products, City shall pay Contractor in accordance with the payment terms set forth in 2.2.

2.2. Following acceptance of Products by the City, payment shall be made to the Contractor within 45 days of receipt of a proper invoice. The invoice shall be invoiced to each City department or division separately and shall be mailed or emailed to the department/division authorized representative of the City, at the address listed below.

2.3. Expenses shall not be reimbursed to the Contractor.

2.4. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.5. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Products, or if the City is advised of liens or other claims against any Products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Use of Documents

4.1. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this

Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Products which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that products delivered, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of this Agreement. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.2. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Products under this Agreement, and for any losses or costs to repair or remedy any Products undertaken by the City as a result of any such acts, errors or omissions.

6.3. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Disputes.

7.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

7.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Products within this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

7.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

8.0. Indemnification.

8.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and

property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

8.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 above, and shall survive the termination of this Agreement.

8.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

9.0. Compliance with Laws and Regulations.

9.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

9.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

10.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

11.0. Non-Collusion.

11.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

11.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

11.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

12.0. Nondiscrimination and Equal Opportunity.

12.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

12.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

13.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall

participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

14.0. Force Majeure.

14.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

14.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed 14 calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

14.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

15.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

16.0. Governing Law.

16.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

16.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

17.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

18.0. Public Record.

18.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

18.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

18.3. Notwithstanding Sections 18.1 and 18.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

19.0. Debarment.

19.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

19.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

20.0. Entire Agreement.

20.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

20.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

21.0. Extension of Agreement.

This agreement may be extended for another two-year period if agreed upon by both parties.

22.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:
Name: Lisa Roeding
Title: Controller / City Treasurer
Address: 220 Clay Street
Cedar Falls, IA 50613
Telephone: (319) 273-8600
Email: lisa.roeding@cedarfalls.com

Contractor:
Firm: ServiceWear Apparel, Inc.
Name: Jim Burnett
Title: Chief Development Officer
Address: 7135 Charlotte Pike, Suite 100
Nashville, TN 37209
Telephone: (615) 301-6191
Email: _____

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

SERVICEWEAR APPAREL, INC.

By: 

Its: Jim Burnett, Chief Development Officer

Date: 6/2/21

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Daniels, MMC, City Clerk

Date: _____

EXHIBIT A

SCOPE OF UNIFORM PRODUCTS

1. The Contract shall be for the period of July 1, 2021 through June 30, 3024. The City will piggyback on the OMNIA cooperative contract (Region 4 ESC's Board of Directors renewal/approval 6/1/2021). Current pricing is through March 31, 2022, may be adjusted annually as approved by Region 4 ESC's Board of Directors/OMNIA cooperative contract.

DocuSign Envelope ID: AF8AB114-03DA-46C8-0613-D4C911B90DFD



April 29, 2021

Mr. Jim Burnett
jburnett@servicewearapparel.com
Chief Development Officer
ServiceWear Apparel, Inc.
7135 Charlotte Pike, Suite 100
Nashville, TN 37209

Re: Award of Contract #R210102

Dear Mr. Burnett:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 27, 2021, we are pleased to announce that ServiceWear Apparel, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #21-01) submitted on January 26, 2021:

<u>Commodity/Service</u>	<u>Supplier</u>
Apparel, Uniforms, Accessories, Products and Services	ServiceWear Apparel, Inc.

This contract is effective June 1, 2021 and will expire on May 31, 2024. As indicated above, your contract # is R210102. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and ServiceWear Apparel, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or christine.dorantes@omniapartners.com.

Sincerely,

Digitally signed by

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

2. Contractor shall provide uniforms to the City's Cemetery, Engineering, Inspection Services, Parks, Public Buildings, Refuse, Sewer, Traffic, Vehicle Maintenance, and Water Reclamation division employees. The City shall purchase uniforms for approximately 100 employees.
3. Contractor shall provide pant hemming at no cost to the City.
4. There will be no delivery charges for orders of \$100.00 or more. Screen print orders will have a minimum order quantity of 24 items.
5. Contractor shall provide uniforms that conform with the specifications detailed in the quote.
6. Contractor shall provide the City logo and the employee's first name, when required.
7. Contractor shall perform any necessary exchanges in a timely manner. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are in their original packaging and in sellable condition. Contractor shall provide a full credit and no restocking fee to City on all returns for products that are returned within 30 calendar days of delivery and/or products that are returned due to damage, incorrectly shipped, or due to a vendor's order entry error.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 319-273-8600
 FAX 319-268-5126

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Rob Green and City Council Members

FROM: Julie Sorensen, Information Systems Manager
 James Lillibridge, Recreation and Community Programs Manager

DATE: June 17, 2021

SUBJECT: Purchase of New Recreation Management Software

The City's current recreation management software, Maxgalaxy, was sold to ActiveNet in 2017. Active has made the decision to sunset Maxgalaxy and will no longer offer support as of October 2021. They offered to migrate us to their new product ActiveNet at a cost of \$14,000 with the additional cost of yearly subscription fees.

We felt it best to investigate options to upgrade the recreation management software this year to replace Maxgalaxy before the maintenance and support expire. We have been unhappy with the support that we have received from Maxgalaxy for a while and wanted some additional functionality for managing our programs and additional options for communications to our citizens.

We created a RFP to ask for proposals for new software. The RFP was published on February 22 and due back on March 22. We published the request on our website, on LinkedIn, and on Recreation Listserv. We only received one RFP back from CivicRec software. Although Active said they would still migrate us if we decided against anything else they did not want to put a RFP for our decision. Therefore, we demonstrated both ActiveNet and CivicRec.

After speaking with several references for both ActiveNet and CivicRec we are recommending CivicRec as the solution that we would like to work with. The total cost of the implementation for year 1 will be \$31,260, migration costs will be \$10,260 and the yearly costs of the software subscription will be \$21,000. ActiveNet's proposal offered \$14,328 for their yearly subscription with a 3 percent charge for credit card processing fees and 50 cent charge for each electronic check that we process. After speaking with the references we found out this was a transactional fee we pay in addition to our credit card processor. We liked the model of having a base fee each year for the software with no variable fees.

I've attached the contract, the statement of work, and the certificate of insurance for CivicRec. All have been reviewed by City Attorney, Kevin Rogers.

If you have any questions or concerns regarding this purchase, please feel free to contact me at 268-5111.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between CivicPlus, LLC ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement. Notwithstanding the foregoing, in no event shall Contractor be liable for any delay caused by City.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the

invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, City will own the website graphic designs, webpage or Services content, module content, importable/ exportable data, and archived information ("City Content") created by Contractor on behalf of City pursuant to this Agreement. "City Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides or inputs into any website, software or module in connection with any Services. City Content excludes any content in the public domain; and any content owned or licensed by Contractor, whether in connection with providing Services or otherwise.

4.2. Intellectual Property in the software or other original works created by or licensed to CivicPlus, LLC, including all source code, documents, and materials used in the Services ("Contractor Property") will remain the property of Contractor. Contractor Property specifically excludes City Content. City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Contractor Property in any way, except as specifically provided for herein; (ii) adapt, alter, modify or make derivative works based upon any Contractor Property; (iii) create internet "links" to the Contractor Property software or "frame" or "mirror" any Contractor Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than City, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any Contractor Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any Contractor Property, or (c) copy any ideas, features, functions or graphics of any Contractor Property. The Contractor name, the Contractor logo, and the product and module names associated with any Contractor Property are trademarks of Contractor, and no right or license is granted to use them outside of the licenses set forth in this Contract.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least sixty (60) calendar days before the effective date of termination. In that event, all City Content, as that term is defined in section 4.1 shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties

except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any third party liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City, and such consent shall not be unreasonably withheld. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

24.1 Provided City complies with the terms and conditions herein, and license restrictions set forth above, Contractor hereby grants City a limited, nontransferable, nonexclusive, license to access and use the Contractor Property as described in this Contract and its Exhibits.

24.2 Contractor will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the City.

Contractor will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity employed/contracted on the City's behalf. During Project Development, City will be responsive and cooperative with Contractor to ensure the Project Development is completed in a timely manner.

24.3 City agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by Contractor. City further agrees that Contractor has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by City or by any third party of personal data.

24.4 City is responsible for all activity that occurs under City's accounts by or on behalf of City. City agrees to (a) be solely responsible for all designated and authorized individuals chosen by City ("User") activity, which must be in accordance with this Contract and the Contractor Terms of Use; (b) be solely responsible for City data; (c) obtain and maintain during the term all necessary consents, Contracts and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content City will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify Contractor promptly of any User's log-in information and the Services, and notify Contractor promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

24.5 Contractor agrees to utilize industry standards, insurance requirements, and PCI requirements to ensure that Services are only accessed in the manner they are intended to be accessed and by people who are authorized to do so. Methods to be utilized include:

- Tier III physical security data centers
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

All data centers shall provide a network operation center with 24/7/365 monitoring of the data center environment, system availability, and performance. The data centers shall be SSAE 16 compliant. Contractor shall promptly notify the City in writing of any known unauthorized access to or use of Contractor's Services or systems ("security breach"). In the event of a security breach, Contractor shall cooperate with City at Contractor's expense to prevent or stop such security breach. Also in the event of a security breach, Contractor shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such security breach. See also Paragraphs 9.1 and 9.2 above.

24.6 Contractor shall employ policies and procedures to ensure continuity and disaster recovery. Copies of data, software, and files always shall be available and up to date. Servers may be rolled over in the event of hardware failure or other local issues. In addition, Contractor shall employ a process that encrypts backups once each day and sends them off site for purposes of disaster recovery. This process shall ensure that Services and underlying data structure may be reconstituted with limited downtime and loss of data.

24.7 Contractor may utilize CivicPlus Pay ("Pay") as a connector to payment gateway providers. Pay is a PCI level-1 certified utility application that is audited and certified once a year by an independent third party. A copy of Contractor's Certification of Attestation shall be provided upon request. Pay's security also shall be routinely assessed through code-level scans and penetration tests outside of the audit window. All Contractor development and system engineers shall be trained annually on secure coding to maintain the highest level of industry standard practices. Contractor shall make every effort to follow the applicable standards set forth by the PCI Security Council, OSWAP, and NIST.

24.8 The Contractor's system shall be hosted in the continental United States. A SOC2/SOC3 letter of attestation from a third party shall be provided upon request (additional fees may apply).

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Contractor:
Name: Amy Vikander
Title: Vice President of Client Services
Address: 302 S. 4th Street, Ste 500
Manhattan KS 66502
Telephone: 888-228-2233
Email: vikander@civicplus.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

CivicPlus, LLC _____

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Date: _____

Jacqueline Daniels, MMC, City Clerk


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-13525-5

Date:

12/9/2020 5:51 PM

Expires On:

6/30/2021

Product:

CivicRec

Client:

Cedar Falls IA - CivicRec

Bill To:

Cedar Falls IA - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Nicholas Glasgow	x	nicholas.glasgow@civicplus.com		Net 30

CivicRec - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Pay Annual Fee	Pay Annual Fee	Renewable
1.00	CivicRec Pay Implementation	Pay Implementation Fee	One-time
1.00	CivicRec GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	One-time
Total Investment - Year 1			USD 31,260.00
Annual Recurring Services - Year 2			USD 21,000.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Agreement by and between Cedar Falls ("Client") and CivicPlus, to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal

Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 Fees shall be invoiced as follows:

- a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
- b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total Investment - Year 1 Fees.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.

5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 1,200,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax



CERTIFICATE OF LIABILITY INSURANCE

DATE: 05/ Item 21.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CivicPlus, LLC 302 S 4th Street, Suite 500 Manhattan, KS 66502	INSURER A: Great Northern Insurance Company NAIC # 20303	
	INSURER B: Federal Insurance Company 20281	
	INSURER C: Westchester Surplus Lines Insurance Compan 10172	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W21045343 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3602-53-12	05/17/2021	05/17/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			7358-87-92	05/17/2021	05/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7989-49-14	05/17/2021	05/17/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	(22) 7174-92-49	05/17/2021	05/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability Technology Errors and Omissions	Y	Y	F15611984 002	04/30/2021	04/30/2022	Each Claim/Aggregate \$5,000,000 Aggregate/ ded \$5,000,000/\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 05/25/2021 WITH ID: W21032383.

Job Project Location: Cedar Falls, IA
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insureds

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED CivicPlus, LLC 302 S 4th Street, Suite 500 Manhattan, KS 66502	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

as respects to General Liability and Cyber Liability/E&O.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Cyber Liability/E&O.

The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: Mayor Robert Green and City Council
FROM: Heather Skeens, Cultural Programs Supervisor
DATE: June 21, 2021
SUBJECT: UNI Alumni Studio and Red House Studio Artist Lease Agreements

Please find attached four lease agreements for the Red House Studios. All agreements are for the term July 1, 2021 through June 30, 2022.

The first and second leases are extensions, the third is a new lessee for a general studio, and the last lease is for the new UNI alumnus who will be using the UNI Alumni Studio. All four artists will function as visiting artists in Cedar Falls Schools during the 2021-2022 school year, continuing the program as it was designed in 2019.

Please let me know if you have any questions or concerns.

CC: Stephanie Sheetz, Community Development Director
Kim Manning, Visitors and Tourism Bureau/Cultural Programs Manager

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 8 day of Nov., 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA, 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated 9/11/20, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk
INSERT TEXT

NOV 8, 2020
DATE

CITY OF CEDAR FALLS, IOWA

BY Robert M. Green
ROBERT M. GREEN, MAYOR

11/14/2020
DATE

ATTEST:

BY Jacqueline Danielson
JACQUELINE DANIELSON, CITY CLERK

11/14/2020
DATE

Exhibit "A"

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 11th day of January, 2020 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskiuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA 50613.

1. **Premises and Term.** In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio C located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")
2. **Rent.** Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. **Use.** Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio C. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

Angela Waseskuk
INSERT TEXT

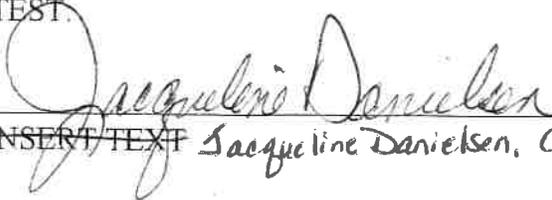
Jan 11, 2020
DATE

CITY OF CEDAR FALLS, IOWA

BY 
INSERT TEXT Robert M. Green, Mayor

1/20/2020
DATE

ATTEST.

BY 
INSERT TEXT Saegueline Danielsen, City Clerk

1/20/2020
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 4 day of June, 2021 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doely ("Lessee"), whose address for purposes of this Lease Agreement is _____

1. Lessor and Lessee entered into that certain Lease Agreement dated June 4, 2021 ^{extension of 9-10-20}, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2021, until June 30, 2022.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2022, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

[Signature]
NOAH DOELY

6/4/21
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY _____
JACQUELINE DANIELSON, CITY CLERK

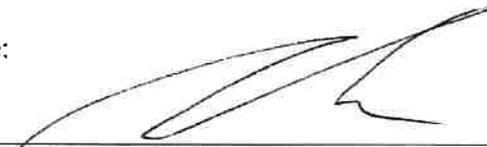
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 10 day of November, 20²⁰, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Nick Doely ("Lessee"), whose address for purposes of this Lease Agreement is 122 Main St. Apt 1 Cedar Falls IA 50613

1. Lessor and Lessee entered into that certain Lease Agreement dated 10/17/20 07/20/20, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:



INSERT TEXT

10/11/20

DATE

CITY OF CEDAR FALLS, IOWA

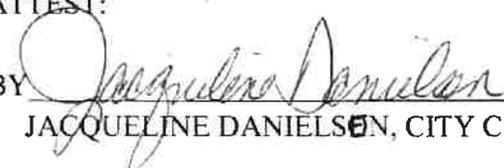
BY 

ROBERT M. GREEN, MAYOR

11/16/2020

DATE

ATTEST:

BY 

JACQUELINE DANIELSON, CITY CLERK

11/16/2020

DATE

Exhibit "A"

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 1st day of February, 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Dooly ("Lessee"), whose address for purposes of this Lease Agreement is 122 Main St Apt 1 Cedar Falls, IA 50613

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio D located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.

3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio D. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. **FIRE SAFETY**: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. **NO NUISANCE**: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. **RULES AND REGULATIONS**: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. **NO SMOKING**: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. **SIGNAGE**: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. **STUDIO KEYS**: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. **NO HAZARDOUS MATERIALS**: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY**: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDATION**: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION**: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL**: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

[Handwritten Signature]

INSERT TEXT

1/11/20

DATE

CITY OF CEDAR FALLS, IOWA

BY

[Handwritten Signature]

INSERT TEXT Robert M. Green, Mayor

1/20/2020

DATE

ATTEST

BY

[Handwritten Signature]

INSERT TEXT Jadgueline Danielson, City Clerk

1/20/2020

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 11 day of June, 2021, by the City of Cedar Falls, Iowa, (“Lessor”), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Andrew Dickerson (“Lessee”), whose address for purposes of this Lease Agreement is 2111 College Street, Apartment No. 62.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of July, 2021 to the 30th day of June, 2022, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio A located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the “Premises”)

2. Rent. The Lessee acknowledges that rent shall be paid by the Lessee at a rate of \$3000.00 and shall be paid as follows: Lessee is responsible for a rental payment of \$3000.00, which shall be paid to the Hearst Center no later than March 1, 2022. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.
4. Security. Lessee understands that use of the Premises is at Lessee’s own risk, and Lessee shall be solely responsible for the security of Studio A. The Premises will be accessible

by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.

- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's

opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.
10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.

11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.
13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.

14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3) days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for

the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

Lessee:

Andrew Dickerson

ANDREW DICKERSON

6/13/2021

DATE

CITY OF CEDAR FALLS, IOWA

BY

ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY

JAQUELINE DANIELSON, CITY CLERK

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 11 day of June, 2021, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Ann Metz ("Lessee"), whose address for purposes of this Lease Agreement is 300 State Street, Unit #208, Cedar Falls, IA.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of July, 2021 to the 30th day of June, 2022, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio B located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of July, 2021, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio B. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. **FIRE SAFETY:** Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. **NO NUISANCE:** Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. **RULES AND REGULATIONS:** Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. **NO SMOKING:** Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. **SIGNAGE:** Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. **STUDIO KEYS:** Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. **NO HAZARDOUS MATERIALS**: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY**: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDIATION**: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION**: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL**: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

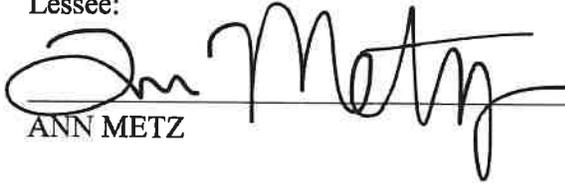
days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:


ANN METZ

06/14/2021
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY _____
JAQUELINE DANIELSON, CITY CLERK

DATE



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
DATE: June 17, 2021
SUBJECT: 2021 Rownd Trust Grant Application through Cedar Falls Community Foundation by Historic Preservation Commission

PROPOSAL

Historic Preservation Commission is requesting approval of the 2021 Rownd Trust Grant application that the commission is intending to submit the repair for Sessions gravestone in Fairview Cemetery. The commission was notified by active citizens to help restore the broken headstone. The grant application through Cedar Falls Community Foundation is due at the end of the month but as a part of the application, it requires board approval.

BACKGROUND

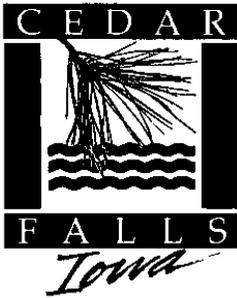
Recently, during one of the Historic Preservation Commission meetings, public participation at the meeting brought notice to the commission that the Sessions gravestone in Fairview Cemetery needs repair and restoration, as the headstone has fallen off its base. Mr. Sessions was our town's first marshal and street commissioner. And later he fought in the Civil War as Adjutant of the Third Iowa Brigade and was commended for exceptional bravery at the Battle of Shiloh. As of today, there is no immediate family or successors to take care of the gravestone and the commission thought it would be a great initiative by the committee if they would be able to restore the headstone and honor the Civil War veteran.

After careful research, the commission came up with an approximate cost to repair and restore the Sessions gravestone to be approximately \$880.00 which includes tearing out the old foundation, adding a new foundation, and resealing of the memorial. The commission is interested in applying for a fully funded grant. The Historic Preservation commission suggests that if the grant is approved, it would be a great initiative to honor the Civil War veteran and also motivate the community in preserving the historical assets in the city.

STAFF RECOMMENDATION

Staff recommends approval of the request of the 2021 Rownd Trust Grant Application through Cedar Falls Community Foundation by Historic Preservation Commission. If the request is approved by City Council, the Historic Preservation Commission will be applying by its due date.

Xc: Stephanie Sheetz, Director of Community Development
 Karen Howard, Planning and Community Services Manager



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
DATE: June 17, 2021
SUBJECT: Rental to Single Family Owner Conversion Incentive Program:
 1619 Clay Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single-family owner-occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner-occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Beth Daniels purchased the property at 1619 Clay Street in May 2019. The owners have applied to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirement of the program as it is located in the R-2 Zoning District and falls within the geographical boundary for the grant applicability. Additionally, the property is in a block with less than 75% rentals. However, the property does not meet the criteria of being a rental property for at least the last three years, as the rental permit was expired in 2018, which was prior to the purchase period for the current owner. It is estimated that the property was for sale for a long time prior to the new owner purchased it. The property was not owner occupied in the intervening year.

After purchase, the current owner has made many exterior improvements including repairing fencing, reorganizing the yard, adding deck/patio area, and enhancing the entry porch spending just over \$4,000. Because the house was built in 1900, there are some additional exterior improvements needed to make it more habitable and appealing in the neighborhood. Beth Daniels reached out to the city to consider her requests for the Rental to Single Family Owner Conversion Incentive Program. With the application, the owner is proposing to make additional exterior improvements to update all the windows in the house including windows on the main floor, lower level, and upper level, as the windows are not energy efficient, have cracks in them, and broken screens. The applicant suggests that these repairs and exterior modifications proposed will improve the aesthetics and functionality. Based on the submitted bids by City Builders, the actual cost of the exterior improvement listed is \$13,700.

City staff finds this request reasonable, despite the fact that it did not have a rental permit at the time of purchase. Staff finds that the exterior improvements proposed will enhance the

quality of the neighborhood and therefore recommend approval.

If approved, the Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold before the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director
Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Jaydevsinh Atodaria (JD), Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 1619 Clay Street
and legally described as J R AND S CAMERONS SECOND ADD LOT 4 BLK 18

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Beth Daniels (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City:
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City:
- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

 OWNER

 Beth Daniels
 OWNER

STATE OF IOWA)
) ss:
 COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the ___ day of _____, 2021, by Beth Daniels

 Notary Public in and for the State of Iowa

Jaydevsinh Atodaria

From: Beth Daniels <bethdaniels.mpm@gmail.com>
Sent: Thursday, May 27, 2021 10:27 AM
To: Jaydevsinh Atodaria
Subject: Re: renter to owner \$
Attachments: 20210527081849242.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

I purchased the home in May of 2019. It is an older home needing many updates and a lot of work to be done. There was no renter after 2018 because they moved out and she had the house up for sale for quite some time before we bought it.

We are requesting to have the windows updated as they are not energy efficient, most of the screens have large holes in them, some are very hard to open and several the tops part doesn't stay up when it's unlocked so it lets cold or hot air in the house. The windows are on page 6 of the inspection report, which unfortunately does not address the energy efficiency issue or the fact that some of the windows do not stay up on the top if they are not locked on the main floor and upstairs. I don't believe this was something that was checked or could have been caught in an inspection. We were not aware of any issues with the windows, except the screen issue, until we had moved in and were opening and closing them. They let bugs in when the windows are open since most of the holes are good sized. Not only would replacing the windows make the home more energy efficient and improve the utility bill, but it would also improve the look of the house and make it appear not junky looking. It would also increase the value of the property and improve the attractiveness of the neighborhood.

Thanks
Beth Daniels

On Mon, May 24, 2021 at 11:18 AM Jaydevsinh Atodaria <Jaydevsinh.Atodaria@cedarfalls.com> wrote:

Good Morning Beth,

Thank you for reaching out. Yes, I have received the application you sent last week. Before I start reviewing, I have few preliminary questions that I felt were missing in the application. It would be great if you can send those things quick, so that I can at least get the review process started. Can you please send me a detailed letter of Intent describing what kind of improvements you will be making and how will it contribute to the betterment of neighborhood. You may also list down when you brought the property in the letter. This descriptive letter would be a great source for our review, as it will give some background information. Secondly, if you did house inspection recently prior your purchase, please send me the house inspection report so that we don't send out inspection team to inspect the property.. And thirdly, I am still seeing if this property meets the qualification criteria to receive the grant or not as the property was not rental since 2018. Please send me this supplemental materials soon so that I can get the process started here. Thanks.

Best,

Jaydevsinh Atodaria (JD)

City Planner I

JDA@cedarfalls.com

319-268-5185

From: Beth Daniels [mailto:bethdaniels.mpm@gmail.com]

Sent: Monday, May 24, 2021 9:21 AM

To: Jaydevsinh Atodaria

Subject: renter to owner \$

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Jaydevsinh,

Just wanted to follow up to make sure you received my email from last week with the form, pictures and estimate for the windows. Also wondering how long the approximate approval time is for that process.

Thanks

Beth Daniels



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 1619 Clay St

Property Zoning (circle one): R1, (R2) Other

Name of Applicant: Beth Daniels

Applicant's Email: bethdaniels.mpm@gmail.com Daytime Phone #: 641-860-1073

Current Deed Holder or Contract Buyer: _____

Mailing Address of Owner (if different than above): _____

Owner's Email: bethdaniels.mpm@gmail.com Daytime Phone #: 641-860-1073

Nature of improvements (specify): new windows - basement
main floor + up stairs

Estimated or Actual Cost of Improvements: 13,700

Proposed Start Date: Aug-Sept Estimated or Actual Date of Completion: _____

Lender: pay cash Daytime Phone #: _____

Lender Address: _____

Applicants Signature: Beth Daniels Date: 5/20/2021

Name (Printed): Beth Daniels

FOR CITY USE ONLY

CITY COUNCIL	Application Approved / Disapproved
	Reason (if disapproved): _____
	Date: _____ Resolution No. _____
	Attested by the City Clerk
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Non-eligible for Tax Abatement _____
	Assessor _____ Date _____



**DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM INFORMATION**

**City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613**

General Information: The program offers a Forgivable Loan up to \$10,000 for improvements to a single unit residential rental property being purchased and converted to an owner occupied residence. Funding is only available for rental property purchases and must be coordinated with lenders/realtors at time of closing or shortly after. (Lenders/realtors are encouraged to contact City staff early on in the purchase review process). It is a discretionary program that provides a five year forgivable loan for qualifying improvements. Projects must meet the following minimum criteria:

1. Properties must be located in a block of R-1 or R-2 zoning (a mixture of the two can be present), that have been rentals for at least 3 years.
2. Property must be a single unit
3. Residences located in the designated Boundary Area (see attached map) containing less than 75% rental properties, with potential preference to a project within a block containing less than 50% rentals.
4. 100% of the City funded project cost is associated with the building exterior or property improvements.

This is an initial pilot program to determine neighborhood impact and level of participation.

Deadline: Rolling, FY16-FY20

Evaluation of Proposals: Projects will be evaluated based on the following elements:

- Level of investment – Is the owner leveraging the grant to provide more than a 1:1 match?
- Scope of the project – Are multiple exterior and property improvement items included in the project?
- Neighborhood context – Is this a neighborhood with less than 50% rentals where there is potential to maintain a balance of majority owner-occupied residences?
- Distinguishing factors – Are there other circumstances to consider that make the request exceptional and lead to significant positive impacts upon the neighborhood?

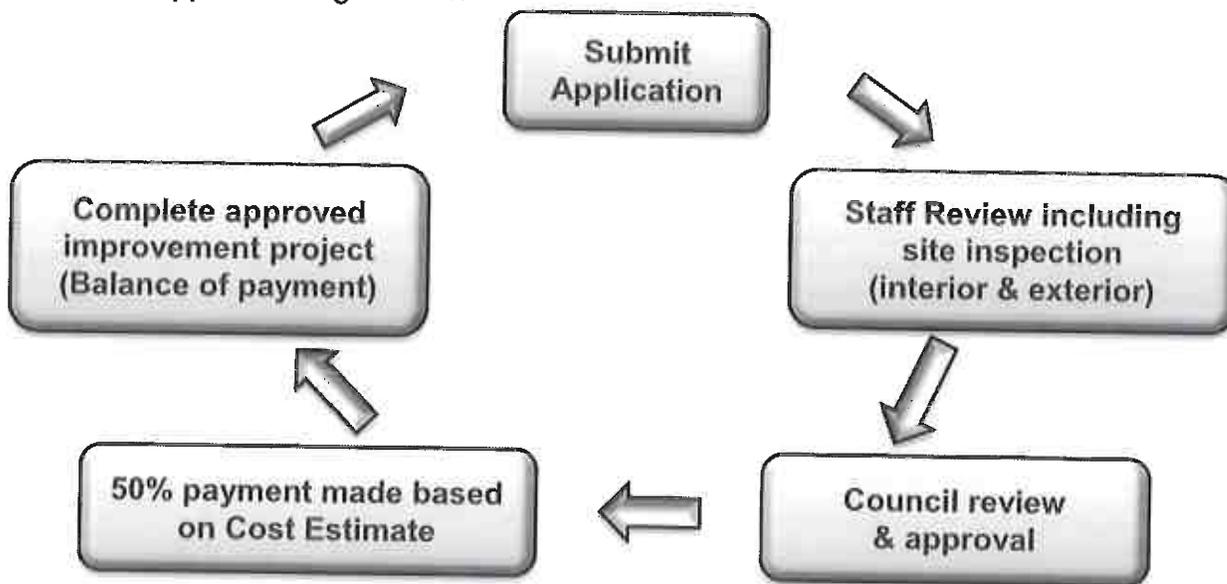
This is a discretionary program. There is no requirement to fund a project request.

Major Exterior Improvements May Include:

- Siding – Replacing or scraping and repainting a majority of the house (and garage).
- Windows – Improvement (re-glazing, repainting, restoring to functional, etc.), replacement, restoration of boarded up/covered window(s) over a majority of the windows.
- Other items may be funded as part of a larger project up to a reasonable limit, including aspects such as (see next page):

- Landscaping (up to \$1,000)
- Roof – replacing and gutters
- Removing extra areas of paving or deteriorated paving, gravel and replacing gravel with hard surface and removal of deteriorated stoops/porches.

Review & Approval Process: Once the City's Community Development Department receives a completed application, an on-site inspection will take place to complete a major systems evaluation. Information gathered during the inspection and project information provided in the application will be factored into the project evaluation completed by city staff. Projects are subject to City Council approval. Any awarded project will require the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. All projects must comply with all Planning & Zoning, Building, Fire, and other applicable regulations.

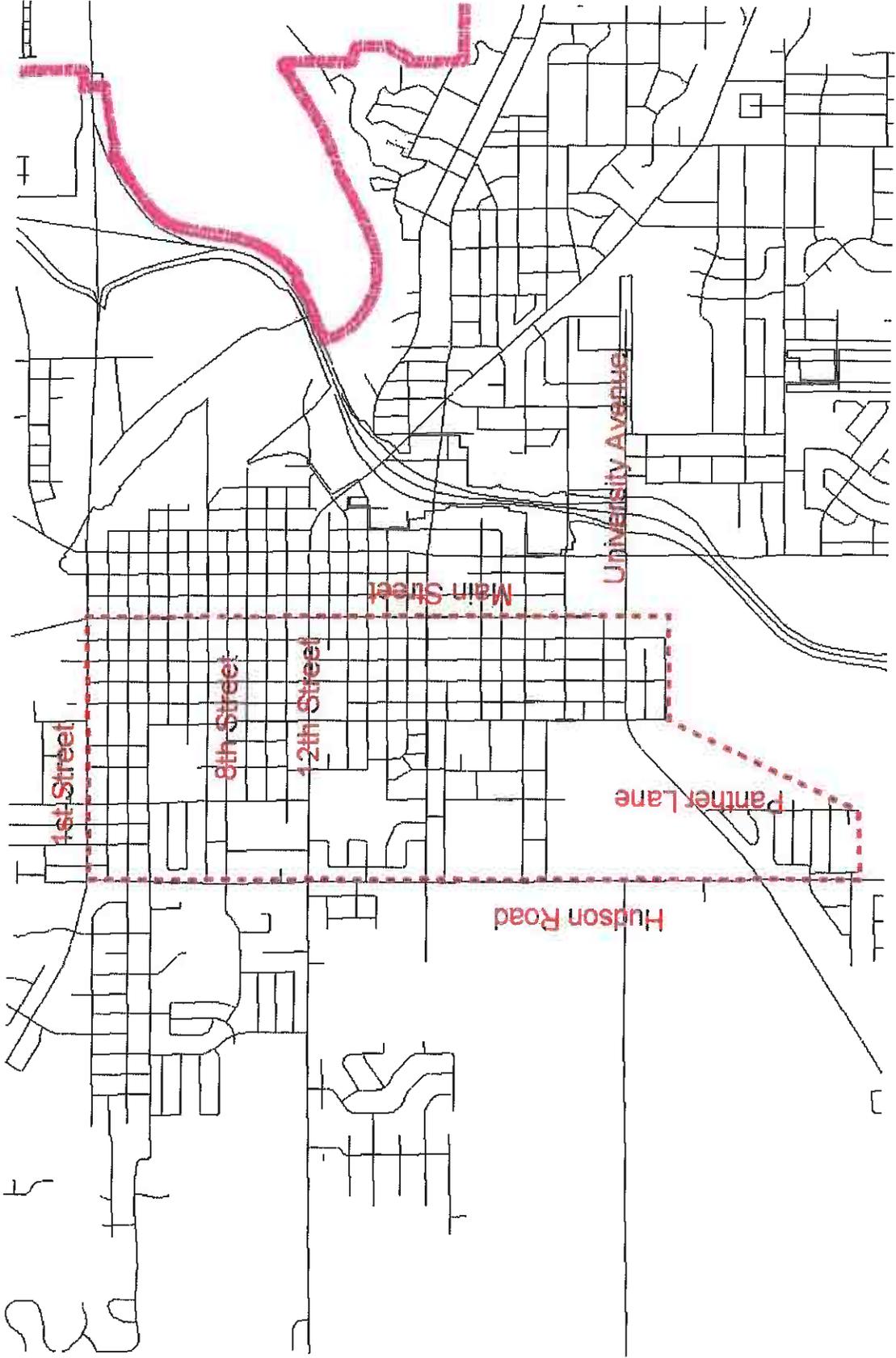


Forgivable Loan Funding Process: Upon signing all applicable documents, approved recipients will receive 50% of the funds at closing. The final 50% will be reimbursed to homeowner upon project completion with documented receipts and staff inspection of completed improvements. Completion includes: addressing all project improvements that were indicated in the program application and contract, any remaining invoices and corresponding proof of payment, as well as recording all required documents (including but not limited to the applicable lien).

Checklist for a Complete Submittal: Submit the completed application and all required attachments to the Planning and Community Services Division or email to planning@cedarfalls.com. See checklist below to assist in a complete submittal.

- Completed Rental to Owner Conversion Grant Program Application
- Drawings and plans of the building detailing existing and proposed building layout
- Narrative describing the project and the anticipated impact
- Itemized estimated or actual project cost

Rental to Owner Conversion Program Boundary Map



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CITY BUILDERS

www.citybuilders.com
2009 Center Street
Cedar Falls Iowa 50613
319-277-4000

(email) citybuilders@cfu.net

1-800-798-4000 (Fax) 319-277-2351

Waterloo, Iowa Item 24.
319-226-4000
Cedar Rapids, Iowa
319-366-1952
Mason City, Iowa
641-424-4000

This AGREEMENT made this 20 day of May, 2001, by and between CITY BUILDERS, hereinafter referred to as Contractor, and Fayton Daniels, hereinafter referred to as Owner(s), the parties hereto, hereby agree that Contractor shall furnish all labor and material according to the following specifications and contract terms, on the premises located at

1069 NW 1st St, Phone 319-277-4000
Cedar Falls, Iowa, Cell 641-229-0465
Year Home Built 4/19/53, 50613 Email _____

Description of Goods & Services

Supply & Install All New OKNA
600 Series - Windows
2 - Picture main floor
+ up stairs
15 - D-H Windows
Tempered glass Where Needed.
Cap Exterior in White.
Haul Away Debris.

Customer to be billed separately the actual cost for building permits.
Customer acknowledges other terms and conditions on reverse side. _____

- EXPLAINED Referral Program _____
- Customer is responsible for smoke detectors and Carbon Monoxide Alarms to code _____

TOTAL CASH PRICE for Labor and Material \$ 11,900
Deposit with Order \$ 2,000
Balance Payable To Job Foreman Upon Completion of Work \$ 9,900
TOTAL (To be Financed) \$ No
Payable in _____ monthly installments of _____ each. (Installments

include all interest and other charges.)

First payment due _____ days after completion of job.

FINANCING OPTION:

Owner desires to obtain financing of the total cash price due the contractor and Owner's obligations under this proposal are expressly made contingent upon Owner obtaining a conventional loan at the current rate of interest. This contract shall be void if credit approval of Owner is refused.

Owner agrees to sign all necessary financial documents, furnish all information requested by the financial institution, and to use all diligence to obtain financing. No penalties for pre-payment of loan.

OTHER TERMS:

No work is to be done other than specified in this contract without additional charges.

CITY BUILDERS

(email) citybuilders@cfu.net

www.citybuilders.com
2009 Center Street
Cedar Falls Iowa 50613
319-277-4000

1-800-798-4000 (Fax) 319-277-2351

Waterloo, Ia Item 24.

319-226-4000

Cedar Rapids, Iowa

319-366-1952

Mason City, Iowa

641-424-4000

This AGREEMENT made this 7 day of Oct 20 20, by and between CITY BUILDERS, hereinafter referred to as Contractor, and Ben Daniels

, hereinafter referred to as Owner(s), the parties hereto, hereby agree that Contractor shall furnish all labor and material according to the following specifications and contract terms, on the premises located at

1619 May Street, Phone 50613
Cedar Falls, Ia Cell 641-860-1073
Year Home Built _____ Email _____

Description of Goods & Services

3 operable Paint Window
1 Operant Window
Big Wood - White

Basement

pg 1

Customer to be billed separately the actual cost for building permits.

Customer acknowledges other terms and conditions on reverse side. _____

Item 24.

EXPLAINED Referral Program _____

Customer is responsible for smoke detectors and Carbon Monoxide Alarms to code _____

TOTAL CASH PRICE for Labor and Material _____ \$ 1800

Deposit with Order _____ \$ No

Balance Payable To Job Foreman Upon Completion of Work _____ \$ 1800

TOTAL (To be Financed) _____ \$

Payable in _____ monthly installments of _____ each. (Installments

include all interest and other charges.)

First payment due _____ days after completion of job.

FINANCING OPTION:

Owner desires to obtain financing of the total cash price due the contractor and Owner's obligations under this proposal are expressly made contingent upon Owner obtaining a conventional loan at the current rate of interest. **This contract shall be void if credit approval of Owner is refused.**

Owner agrees to sign all necessary financial documents, furnish all information requested by the financial institution, and to use all diligence to obtain financing. No penalties for pre-payment of loan.

OTHER TERMS:

No work is to be done other than specified in this contract without additional charges.

This contract constitutes the entire Agreement and understanding of the parties.

Customer to assume all collection cost, legal fees and interest of 16% on unpaid balance.

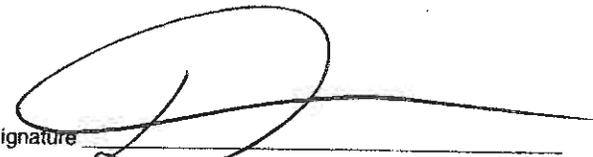
Date of Transaction

OUR COMMITMENT TO YOU

CITY BUILDERS represents the high quality products and workmanship available from today's technology. These products have been selected for you so you may enjoy them for years to come. The degree of confidence a manufacturer has in a product's quality is reflected in their warranty, which will be provided to you upon completion of the improvements. There are no other expressed or implied warranties. CITY BUILDERS or "You the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

WORK TO BEGIN AFTER CITY BUILDERS

MAKE ALL CHECKS PAYABLE TO CITY BUILDERS

Salesperson's Signature 

Purchaser's Signature _____

Purchaser's Signature _____

MEMBER OF THE BETTER BUSINESS BUREAU • CHAMBER OF COMMERCE

pg 2





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

INTEROFFICE MEMORANDUM *Planning & Community Services Division*

TO: Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 17, 2021
SUBJECT: Amendment to Deed of Dedication for Arbors 1st Addition

Background

Arbors 1st Addition, located near the intersection of Viking and Union Roads, was approved in March of 2015 (see attached). It consists of 30 single family residential lots. The Deed of Dedication includes a restriction for Lots 12 and 28 that disallows direct driveway access to Arbors Drive. These are both corner lots, so have an option for driveway access from the intersecting street.

This restriction, which applies all along Arbors Drive for this Addition as well as the other phases of the Arbors subdivision, is intended to reduce the number of driveways that would cross the 6-foot trail along the west side of Arbors Drive. It also increased the amount of street frontage available for on-street parking along Arbors. Since the time of approval, however, on-street parking is now restricted on both sides of Arbors, so that is no longer a factor.

Requested Action

The developer has requested an amendment to the Deed of Dedication to remove the restriction, so that the home built on Lot 28 can have driveway access to Arbors Drive. Lot 28 is the only corner lot along the west side of Arbors Drive in the larger Arbors development with its front lot line oriented to Arbors Drive. All other corner lots are oriented to the intersecting local streets, so can easily comply with this driveway restriction. The buyer of Lot 28 would like their home to have the same orientation as other homes in the area with their garage oriented toward the front lot line. Staff finds that eliminating the restriction from this one lot will not amount to a significant deviation from the policy objective.

Recommendation

Staff recommends approval of a resolution to amend the Deed of Dedication for Arbors 1st Addition to remove the driveway location restriction from Lot 28. All parties to the Deed of Dedication have agreed to this change and have signed and notarized the amended deed, which is attached for your review.

Prepared by: Richard R. Morris, 620 Lafayette Street, Ste. 300, PO Box 178, Waterloo, IA 50704 (319) 234-1766

SECOND AMENDMENT TO DEED OF DEDICATION
OF
THE ARBORS FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That on June 1, 2015 the Deed of Dedication for The Arbors First Addition in the City of Cedar Falls, Black Hawk County, Iowa filed on June 1, 2015 at File No. 2015-00019403; and on December 18, 2015 an Amended Deed of Dedication of The Arbors First Addition in the City of Cedar Falls, Black Hawk County, Iowa was filed on December 18, 2015 in the office of the Black Hawk County as File No. 2016-00011112; and it is now therefore necessary to file this Second Amendment to Deed of Dedication as set forth below:

1. In Paragraph 10 of the original Deed of Dedication filed June 1, 2015 as File No. 2015-00019403 it stated that Lot 28 shall only have side yard driveway access and no driveway access on to Arbors Drive.

2. This was done based on an original discussion with the City of Cedar Falls in platting said subdivision that access to a public street could only be onto Poplar Hollow Lane. Since that time the City of Cedar Falls has changed its parking restrictions so that Arbors Drive has no parking on either side of this street so now there is not the congestion originally thought when mandating Lot 28 to have access to only Poplar Hollow Lane with respect to its driveway.

3, The undersigned below are all of the Owners of the lots in The Arbors First Addition in the City of Cedar Falls, Black Hawk County, Iowa and they hereby consent to said change with respect to Paragraph 10 such that Lot 28 can have driveway access onto Arbors Drive.

- (a) Midwest Development Co. owner of Lots 1, 4, 5, 28, 29 and 30:
- (b) Cory and Tracie Bengston, husband and wife owner of Lot 2, 3014 Arbors Drive, Cedar Falls, IA 50613
- (c) Daniel and Rachel Allen, husband and wife owner of Lot 3, 3008 Arbors Drive, Cedar Falls, IA 50613

- (d) Joseph and Hannah Leonard, husband and wife owner of Lot 6, 2916 Arbors Drive, Cedar Falls, IA 50613
- (e) Jason and Kristin Clark, husband and wife owner of Lot 7, 2908 Arbors Drive, Cedar Falls, IA 50613
- (f) Rodger and Melanie Smith, husband and wife owner of Lot 8, 2902 Arbors Drive, Cedar Falls, IA 50613
- (g) David and Courtney Myers, husband and wife owner of Lot 9, 2814 Arbors Drive, Cedar Falls, IA 50613
- (h) Robert and Carey Fry, husband and wife owner of Lot 10, 2808 Arbors Drive, Cedar Falls, IA 50613
- (i) Michael and Kristin Wells, husband and wife owner of Lot 11, 2802 Arbors Drive, Cedar Falls, IA 50613
- (j) Troy and Pamela Stedman, husband and wife owner of Lot 12, 3014 Timber Cove, Cedar Falls, IA 50613
- (k) Chris and Tara Roberts, husband and wife owner of Lot 13, 3026 Timber Cove, Cedar Falls, IA 50613
- (l) Brandon and Jennifer Zabel, husband and wife owner of Lot 14, 3020 Timber Cove, Cedar Falls, IA 50613
- (m) Thomas and Sheryl Ridder, husband and wife owner of Lot 15, 3012 Timber Cove, Cedar Falls, IA 50613
- (n) Michael and Chelsea Anderson, husband and wife owner of Lot 16, 3006 Timber Cove, Cedar Falls, IA 50613
- (o) Michael and Amy Rube, husband and wife owner of Lot 17, 2932 Timber Cove, Cedar Falls, IA 50613
- (p) Tami Taber, a single person owner of Lot 18, 2924 Timber Cove, Cedar Falls, IA 50613
- (q) Robert and Katherine Peters, husband and wife owner of Lot 19, 2918 Timber Cove, Cedar Falls, IA 50613
- (r) Ismet and Suzana Sumar, husband and wife owner of Lot 20, 2913 Timber Cove, Cedar Falls, IA 50613

- (s) Almir Beganovic, a single person, owner of Lot 21, 2921 Timber Cove, Cedar Falls, IA 50613
- (t) Brad and Bethann Hoffman, husband and wife, owner of Lot 22, 2927 Timber Cove, Cedar Falls, IA 50613
- (u) Gary and Peggy Witthoft, husband and wife, owner of Lot 23, 3001 Timber Cove, Cedar Falls, IA 50613
- (v) Daniel and Kristin Humke, husband and wife, owner of Lot 24, 3009 Timber Cove, Cedar Falls, IA 50613
- (w) Taylor Calhoun and Taylor Lubben-Calhoun , husband and wife, owner of Lot 25, 3015 Timber Cove, Cedar Falls, IA 50613

(x) Radashein and Emily Creighton, husband and wife, owner of Lot 26, 3023 Timber Cove, Cedar Falls, IA 50613

(y) Tyler Cuvelier, a single person and Mary Inskeep, a single person, owner of Lot 27, 3029 Timber Cove, Cedar Falls, IA 50613

SIGNED and DATED this 23rd day of May, 2021

OWNERS

Midwest Development Co.

By: [Signature]
Kevin Fittro, Vice President

By: [Signature]
Jason Clark

By: [Signature]
Kristin Clark

By: [Signature]
Rodger Smith

By: [Signature]
Melanie Smith

By: [Signature]
David Myers

By: [Signature]
Courtney Myers

By: [Signature]
Almir Beganovic

By: [Signature]
Thomas Ridder

By: [Signature]
Sheryl Ridder

By: [Signature]
Michael Anderson

By: [Signature]
Tracie Bengston

By: [Signature]
Robert Fry

By: [Signature]
Carey Fry

By: [Signature]
Michael Wells

By: [Signature]
Kristin Wells

By: [Signature]
Chris Roberts

By: [Signature]
Tara Roberts

By: [Signature]
Brandon Zabel

By: [Signature]
Jennifer Zabel

By: [Signature]
Brad Hoffman

By: [Signature]
Bethann Hoffman

By: [Signature]
Gary Witthoft

By: [Signature]
Cory Bengston

By: Chelsea Anderson
Chelsea Anderson

By: Michael Rube
Michael Rube

By: Amy Rube
Amy Rube

By: Tami Taber
Tami Taber

By: Robert Peters
Robert Peters

By: Katherine Peters
Katherine Peters

By: Ismet Sumar
Ismet Sumar

By: Suzana Sumar
Suzana Sumar

By: Taylor Calhoun
Taylor Calhoun

By: Peggy Withthoft
Peggy Withthoft

By: Daniel Humke
Daniel Humke

By: Kristin Humke
Kristin Humke

By: Taylor Lubben-Calhoun
Taylor Lubben-Calhoun

By: Rasdashein Creighton
Rasdashein Creighton

By: Emily Creighton
Emily Creighton

By: Tyler Cuvelier
Tyler Cuvelier

By: Mary Inskeep
Mary Inskeep

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 27th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Fittro, Vice President of Midwest Development Co.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason and Kristin Clark, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rodger and Melanie Smith, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared David and Courtney Myers, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 24th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert and Carey Fry, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael and Kristin Wells, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

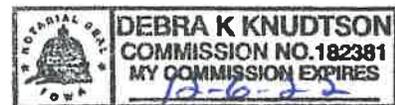
Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Chris and Tara Roberts, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Brandon and Jennifer Zabel, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas and Sheryl Ridder, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 24th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael and Chelsea Anderson, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

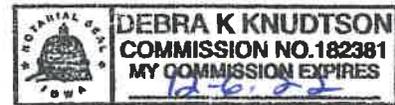
Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 28th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael and Amy Rube, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 25th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Tami Taber, a single person, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson

Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert and Katherine Peters, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson

Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 27th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Ismet and Suzana Sumar, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson

Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Almir Beganovic, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Debra K. Knudtson

Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 24th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Brad and Bethann Hoffman, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson

Signature of Notary Public

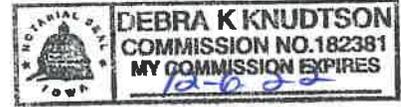


STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 28th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary and Peggy Witthoft, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that

they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 24th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel and Kristin Humke, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Taylor Lubben-Calhoun and Taylor Calhoun, wife and husband, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rasdashein and Emily Creighton, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 24th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Tyler Cuvelier, a single person and Mary Inskeep, a single person, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Cory Bangston and Tracie Bangston, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



By: [Signature]
Joseph Leonard

By: [Signature]
Hannah Leonard

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Leonard and Hannah Leonard, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public



By: [Signature]
Daniel Allen

By: [Signature]
Rachel Allen

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

On this 23rd day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Allen and Rachel Allen, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Debra K. Knudtson
Signature of Notary Public

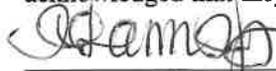


By: 
Troy Stedman

By: 
Pamela Stedman

STATE OF KANSAS, COUNTY OF JOHNSON, ss:

On this 25th day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Troy Stedman and Pamela Stedman, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.


Signature of Notary Public

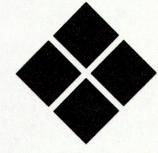


THE ARBORS FIRST ADDITION

FINAL PLAT

Cedar Falls, Black Hawk County, Iowa

March 2015



SHOFF CONSULTING ENGINEERS, L.C.

- Civil • Environmental • Wastewater •
- Municipal • Water •
- Industrial • Structural •
- Construction Management •
- Transportation • Electrical •
- Land Surveying •
- Land Development •
- Insurance Claim Investigation •

5106 Nordic Drive
Cedar Falls, Iowa
50613-6967

Phone: (319) 266-0258
Fax: (319) 266-1515
www.shoffengineers.com

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DRAWINGS AND SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED ARE AND SHALL REMAIN THE PROPERTY OF SHOFF CONSULTING ENGINEERS, L.C. AND NO PART SHALL BE COPIED OR DISCLOSED TO OTHERS, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE WRITTEN CONSENT OF SHOFF CONSULTING ENGINEERS, L.C. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THE RESTRICTIONS.

The Arbors First Addition

Cedar Falls, Iowa

Final Plat

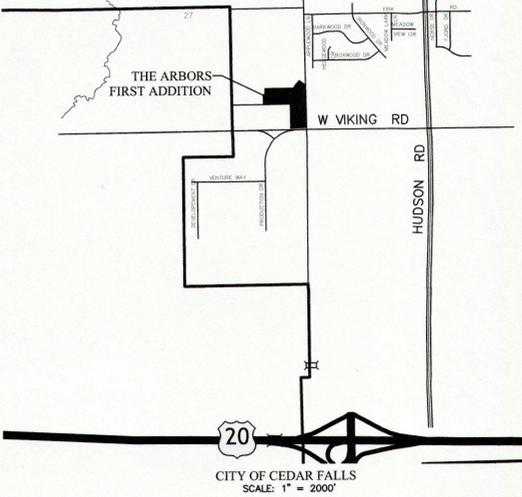
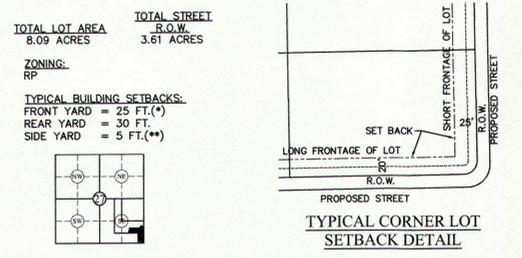
REVISIONS			
NO.	DATE	BY	REVISION
6			
5			
4			
3			
2			
1			

DATE: 2/16/2014
DRAWN BY: MDS
CHECKED BY: AARON
APPROVED: ---
PROJECT NUMBER: 887-14
Drawing No.

1 of 1

NOTES:

1. OWNER: MIDWEST DEVELOPMENT CO. 411 FIRST AVENUE SE CEDAR RAPIDS, IA 52401
2. ENGINEER: SHOFF CONSULTING ENGINEERS, L.C. 5106 NORDIC DRIVE CEDAR FALLS, IA 50613 319-266-0258
3. BENCH MARK: ELEV. 943.81 SOUTHWEST CORNER OF INTAKE BOX APPROXIMATELY 85 FEET EAST OF THE ARBORS DRIVE & VIKING ROAD INTERSECTION ON THE SOUTH SIDE OF VIKING ROAD. ESTABLISHED FROM CONTROL SET OFF THE IOWA REAL-TIME NETWORK USING GEOID12A.
4. SEE SURVEYOR'S CERTIFICATE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR LOT AREAS AND LOW WATER ENTRY ELEVATIONS
5. UNADJUSTED ERROR OF CLOSURE: BOUNDARY: BETTER THAN 1 IN 10,000 LOTS: BETTER THAN 1 IN 5,000
6. BASIS OF BEARING: BEARINGS BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 27-T89N-R14W BEARING S 89°18'38" W
7. RESTRICTIONS: (SEE DEED OF DEDICATION)
8. LOT AREAS
9. STREET AREAS
10. ZONING: RP



LEGEND

- FOUND CORNER (AS NOTED)
- SET 24" x 36" REBAR W/YELLOW CAP NO. 21428
- MEASURED BEARING & DISTANCE
- RECORDED BEARING & DISTANCE



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Aaron L. Mueller (Signature)
March 4, 2015 (Date)
AARON L. MUELLER, P.L.S. IOWA REG. NO. 21428

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: 1 of 1

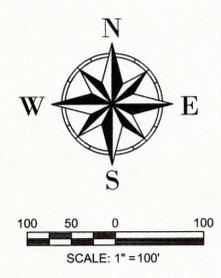
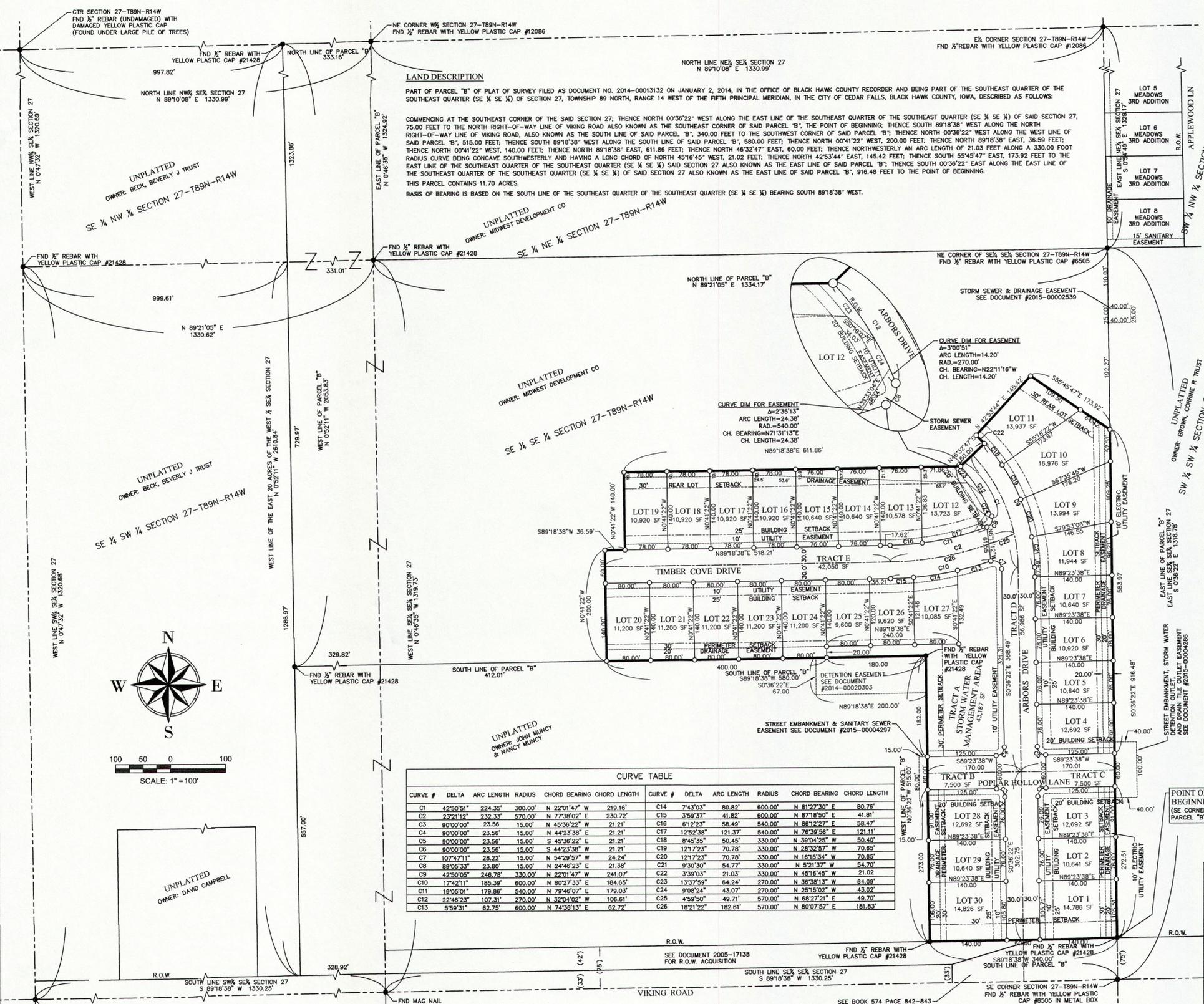
LAND DESCRIPTION

PART OF PARCEL "B" OF PLAT OF SURVEY FILED AS DOCUMENT NO. 2014-00013132 ON JANUARY 2, 2014, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER AND BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SECTION 27; THENCE NORTH 00°36'22" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) OF SAID SECTION 27, 75.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF VIKING ROAD ALSO KNOWN AS THE SOUTHEAST CORNER OF SAID PARCEL "B"; THE POINT OF BEGINNING, THENCE SOUTH 89°18'38" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF VIKING ROAD, ALSO KNOWN AS THE SOUTH LINE OF SAID PARCEL "B", 340.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "B"; THENCE NORTH 00°36'22" WEST ALONG THE WEST LINE OF SAID PARCEL "B", 515.00 FEET; THENCE SOUTH 89°18'38" WEST ALONG THE SOUTH LINE OF SAID PARCEL "B", 580.00 FEET; THENCE NORTH 00°41'22" WEST, 200.00 FEET; THENCE NORTH 89°18'38" EAST, 36.59 FEET; THENCE NORTH 00°41'22" WEST, 140.00 FEET; THENCE NORTH 89°18'38" EAST, 611.86 FEET; THENCE NORTH 46°32'47" EAST, 60.00 FEET; THENCE NORTHWESTERLY AN ARC LENGTH OF 21.03 FEET ALONG A 330.00 FOOT RADIUS CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A LONG CHORD OF NORTH 45°16'45" WEST, 21.02 FEET; THENCE NORTH 42°53'44" EAST, 145.42 FEET; THENCE SOUTH 55°45'47" EAST, 173.92 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) SAID SECTION 27 ALSO KNOWN AS THE EAST LINE OF SAID PARCEL "B"; THENCE SOUTH 00°36'22" EAST ALONG THE EAST LINE OF THIS PARCEL CONTAINS 11.70 ACRES.

BASIS OF BEARING IS BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) BEARING SOUTH 89°18'38" WEST.

CURVE TABLE					
CURVE #	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	42°50'51"	224.35'	300.00'	N 22°01'47" W	219.16'
C2	23°21'12"	232.33'	570.00'	N 77°38'02" E	230.72'
C3	90°00'00"	23.56'	15.00'	N 45°36'22" W	21.21'
C4	90°00'00"	23.56'	15.00'	N 44°23'38" E	21.21'
C5	90°00'00"	23.56'	15.00'	S 45°36'22" E	21.21'
C6	90°00'00"	23.56'	15.00'	S 44°23'38" W	21.21'
C7	107°47'11"	28.22'	15.00'	N 54°29'57" W	24.24'
C8	89°05'33"	23.80'	15.00'	N 24°46'23" E	21.38'
C9	42°50'05"	246.78'	330.00'	N 22°01'47" W	241.07'
C10	17°42'11"	185.38'	600.00'	N 89°27'33" E	184.85'
C11	19°05'01"	179.86'	540.00'	N 79°46'07" E	179.03'
C12	22°46'23"	107.31'	270.00'	N 32°04'02" W	106.61'
C13	5°59'31"	62.75'	600.00'	N 74°36'13" E	62.72'
C14	7°43'03"	80.82'	600.00'	N 81°27'30" E	80.78'
C15	3°59'37"	41.82'	600.00'	N 87°18'50" E	41.81'
C16	8°12'23"	58.49'	540.00'	N 89°12'27" E	58.47'
C17	12°52'38"	121.37'	540.00'	N 76°39'56" E	121.11'
C18	8°45'35"	50.45'	330.00'	N 39°04'25" W	50.40'
C19	12°17'23"	70.78'	330.00'	N 28°32'57" W	70.65'
C20	12°17'23"	70.78'	330.00'	N 16°15'34" W	70.65'
C21	9°30'30"	54.77'	330.00'	N 52°13'57" W	54.70'
C22	3°59'03"	21.03'	330.00'	N 45°16'45" W	21.02'
C23	13°37'59"	64.24'	270.00'	N 36°38'13" W	64.09'
C24	9°08'24"	43.07'	270.00'	N 25°15'02" W	43.02'
C25	4°59'50"	49.71'	270.00'	N 68°27'21" E	49.70'
C26	18°21'22"	182.61'	570.00'	N 80°07'57" E	181.83'



SEE DOCUMENT 2005-17138 FOR R.O.W. ACQUISITION

SEE BOOK 574 PAGE 842-843 FOR R.O.W. ACQUISITION

© Cedar Falls, Shoff Consulting Engineers, Inc. Add. Cedar Falls, IA 50613-6967 (887-14) \Draw\PLAT\The Arbors 1st Addition - Final Plat.dwg



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: June 14, 2021
SUBJECT: Equipment Purchase

Bids were opened on June 14, 2021 for a dump truck/snow plow combination to be utilized in the Operations and Maintenance Division. This single axel dump truck will be utilized for snow and ice control as well as all other aspects of street and park construction and maintenance activities. The chassis and body components are bid separately to obtain the best possible pricing. This complete package is budgeted for purchase in FY22 in the amount of \$175,000.00 utilizing Street Construction Funds.

Following is a summation of the bids received for the chassis and body components;

Chassis

Don's Truck Sales	\$77,301.00
Truck Center Companies	\$79,119.00
Thompson Truck & Trailer Sales	\$79,457.00
Truck Country of Cedar Rapids	\$80,761.00

Body

Tri State Truck Equipment	\$88,063.00
HiWay Truck Equipment	\$92,562.00

The bid for the chassis in the amount of \$77,301.00 from Don's Truck Sales was in order and the lowest bid received. The lowest responsible bid for the components was received from Tri State Truck Equipment in the amount of \$88,063.00.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total complete build cost of \$165,364.00. As mentioned above, the expenditure is fully funded and will be paid from Street Construction Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE – City Engineer

DATE: June 14, 2021

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Aldi, Inc., Store No. 64, 219 Brandilynn Blvd, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Aldi, Inc. Store No. 64, 219 Brandilynn Blvd, Cedar Falls, IA and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works
Ben Claypool, PhD, EI, Civil Engineer II

Prepared by: KMFY LAW, 100 S. Fourth Street, Suite 100, Columbus Ohio 43215

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **Aldi Inc., an Illinois corporation**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the _____ day of _____, 2021.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

- a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.
- b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

Exhibit A
Legal Description

That part of Lot 2, Blain's Corner to Cedar Falls, Black Hawk County, Iowa, described as follows:
Beginning at the northeast corner of said Lot 2; thence South 00 degrees 12 minutes 29 seconds East (assumed bearing) on the east line of said Lot 2, a distance of 904.96 feet to the southeast corner of said Lot 2; thence South 89 degrees 47 minutes 31 seconds West on the south line of said Lot 2, a distance of 61.00 feet; thence North 00 degrees 12 minutes 29 seconds West, 59.50 feet; thence South 89 degrees 47 minutes 31 seconds West, 164.92 feet; thence North 00 degrees 12 minutes 29 seconds West, 320.16 feet; thence North 89 degrees 47 minutes 31 seconds East, 4.56 feet; thence North 00 degrees 12 minutes 29 seconds West, 525.38 feet to a point on the north line of said Lot 2; thence North 89 degrees 48 minutes 51 seconds East on said north line, 221.36 feet to the point of beginning.

Exhibit B
 Depiction
 Page 1 of 2

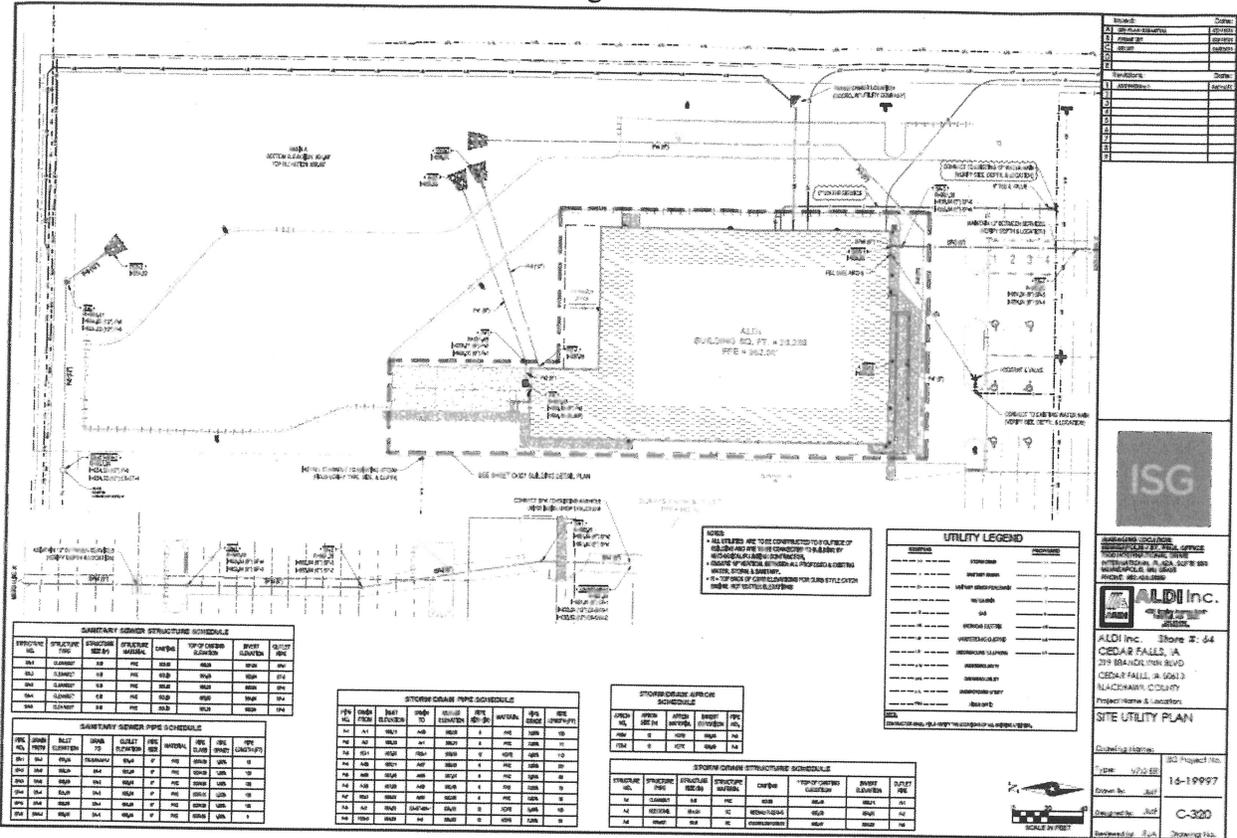


Exhibit C

Detention Basin Operation and Maintenance Plan

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the detention basin	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main detention area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
Washed stone in front of orifice outlet	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
The receiving water	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

Exhibit D

Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

Exhibit E
Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS


DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
 www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 17th, 2021

SUBJECT: West 27th Street Sanitary Sewer Extension
 City Project Number RC-000-3240
 Bid Opening

On Tuesday, June 15th, 2021 at 2:00 p.m., bids were received and opened for the West 27th Street Sanitary Sewer Extension Project. A total of five (5) bids were received, with Pirc-Tobin Construction Inc. the low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$281,396.60
Pirc-Tobin construction Inc.	\$265,163.35
Dave Schmitt Construction	\$271,241.30
Schrader Excavating & Grading	\$353,017.90
Lodge Construction	\$383,771.75
Boomerang	\$395,564.10

The Engineer's Estimate for this project was \$281,396.60. Pirc-Tobin Construction Inc. of Alburnett, Iowa submitted the low bid in the amount of \$265,163.35. Attached is a bid tab for your reference. The project will be funded by the Sanitary Sewer Rental Funds until the sanitary sewer district is established at the end of the project.

We recommend acceptance of the lowest bid from Pirc-Tobin Construction Inc. in the amount of \$265,163.35. On July 6th, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

xc: Chase Schrage, Director of Public Works
 David Wicke, City Engineer

W. 27th St. Sanitary Sewer Extension (#7808563)

Owner: Cedar Falls IA, City of
 Solicitor: Cedar Falls IA, City of
 06/15/2021 02:00 PM CDT

Line Item	Item Description	UoM	Quantity	Engineers Estimate		Pirc-Tobin Construction Inc		Dave Schmitt Construction		Schrader Excavating & Grading		Lodge Construction		Boomerang	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	CLEARING AND GRUBBING	ACRE	0.7	\$6,000.00	\$4,200.00	\$5,000.00	\$3,500.00	\$4,560.00	\$3,192.00	\$2,146.86	\$1,502.80	\$5,000.00	\$3,500.00	\$1,200.00	\$840.00
2	STRIP, SALVAGE, AND RESPREAD TOPSOIL	CY	3580	\$12.00	\$42,960.00	\$3.00	\$10,740.00	\$1.85	\$6,623.00	\$7.00	\$25,060.00	\$5.00	\$17,900.00	\$5.00	\$17,900.00
3	SUBGRADE PREPARATION, 12 INCH	SY	251	\$1.60	\$401.60	\$4.00	\$1,004.00	\$2.80	\$702.80	\$0.95	\$238.45	\$2.00	\$502.00	\$1.50	\$376.50
4	MODIFIED SUBBASE, 6 INCH	SY	251	\$7.00	\$1,757.00	\$10.00	\$2,510.00	\$26.15	\$6,563.65	\$9.00	\$2,259.00	\$10.00	\$2,510.00	\$6.00	\$1,506.00
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$28.00	\$2,800.00	\$60.00	\$6,000.00	\$46.20	\$4,620.00	\$40.00	\$4,000.00	\$35.00	\$3,500.00	\$50.00	\$5,000.00
6	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 8 INCH	LF	8	\$90.00	\$720.00	\$125.00	\$1,000.00	\$72.00	\$576.00	\$62.00	\$496.00	\$75.00	\$600.00	\$90.00	\$720.00
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 12 INCH	LF	8	\$90.00	\$720.00	\$150.00	\$1,200.00	\$157.00	\$1,256.00	\$80.00	\$640.00	\$85.00	\$680.00	\$100.00	\$800.00
8	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 15 INCH	LF	1644	\$80.00	\$131,520.00	\$80.00	\$131,520.00	\$81.00	\$133,164.00	\$105.00	\$172,620.00	\$145.00	\$238,380.00	\$135.00	\$221,940.00
9	SUBDRAIN INSTALLATION, LESS THAN 10 INCH	LF	200	\$12.00	\$2,400.00	\$20.00	\$4,000.00	\$44.75	\$8,950.00	\$14.00	\$2,800.00	\$22.00	\$4,400.00	\$10.00	\$2,000.00
10	MANHOLE, SW-301, 48 INCH	EA	5	\$6,500.00	\$32,500.00	\$6,000.00	\$30,000.00	\$4,547.50	\$22,737.50	\$5,550.00	\$27,750.00	\$6,000.00	\$30,000.00	\$3,200.00	\$16,000.00
11	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	\$700.00	\$700.00	\$3,000.00	\$3,000.00	\$2,135.00	\$2,135.00	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00	\$500.00	\$500.00
12	GRANULAR SURFACING	SY	36.7	\$10.00	\$367.00	\$15.50	\$568.85	\$25.50	\$935.85	\$9.50	\$348.65	\$45.00	\$1,651.50	\$28.00	\$1,027.60
13	TEMPORARY PAVEMENT	SY	214	\$45.00	\$9,630.00	\$65.00	\$13,910.00	\$93.00	\$19,902.00	\$85.00	\$18,190.00	\$105.00	\$22,470.00	\$80.00	\$17,120.00
14	PAVEMENT REMOVAL	SY	214	\$7.00	\$1,498.00	\$15.00	\$3,210.00	\$25.00	\$5,350.00	\$12.00	\$2,568.00	\$18.00	\$3,852.00	\$6.00	\$1,284.00
15	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	1.8	\$60.00	\$108.00	\$850.00	\$1,530.00	\$800.00	\$1,440.00	\$800.00	\$1,440.00	\$900.00	\$1,620.00	\$850.00	\$1,530.00
16	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$2,750.00	\$2,750.00	\$2,650.00	\$2,650.00	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00
17	SAFETY FENCE	LF	300	\$5.00	\$1,500.00	\$3.25	\$975.00	\$3.00	\$900.00	\$3.00	\$900.00	\$6.00	\$1,800.00	\$5.00	\$1,500.00
18	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 3 SEED MIX	ACRE	0.65	\$4,000.00	\$2,600.00	\$4,500.00	\$2,925.00	\$4,250.00	\$2,762.50	\$4,300.00	\$2,795.00	\$4,450.00	\$2,892.50	\$10,000.00	\$6,500.00
19	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 5 SEED MIX	ACRE	0.65	\$4,000.00	\$2,600.00	\$3,500.00	\$2,275.00	\$3,250.00	\$2,112.50	\$4,300.00	\$2,795.00	\$3,450.00	\$2,242.50	\$3,000.00	\$1,950.00
20	SWPPP MANAGEMENT	LS	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,850.00	\$2,850.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
21	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP)	SY	600	\$3.00	\$1,800.00	\$1.65	\$990.00	\$1.50	\$900.00	\$2.00	\$1,200.00	\$2.00	\$1,200.00	\$2.00	\$1,200.00
22	SILT FENCE, INSTALLATION	LF	1555	\$3.00	\$4,665.00	\$1.85	\$2,876.75	\$1.70	\$2,643.50	\$2.00	\$3,110.00	\$2.00	\$3,110.00	\$2.00	\$3,110.00
23	SILT FENCE, MAINTENANCE	LF	1555	\$3.00	\$4,665.00	\$0.25	\$388.75	\$0.25	\$388.75	\$1.00	\$1,555.00	\$0.25	\$388.75	\$1.00	\$1,555.00
24	SILT FENCE, REMOVAL	LF	1555	\$1.00	\$1,555.00	\$0.50	\$777.50	\$0.50	\$777.50	\$0.50	\$777.50	\$0.50	\$777.50	\$1.00	\$1,555.00
25	CONSTRUCTION ENTRANCE	SY	175	\$18.00	\$3,150.00	\$18.50	\$3,237.50	\$12.75	\$2,231.25	\$7.50	\$1,312.50	\$10.00	\$1,750.00	\$10.00	\$1,750.00
26	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$30,925.00	\$30,925.00	\$65,000.00	\$65,000.00	\$25,000.00	\$25,000.00	\$74,000.00	\$74,000.00
27	FIELD FENCE, REMOVAL AND REINSTALL	LF	255	\$16.00	\$4,080.00	\$5.00	\$1,275.00	\$15.50	\$3,952.50	\$12.00	\$3,060.00	\$19.00	\$4,845.00	\$30.00	\$7,650.00
					\$281,396.60		\$265,163.35		\$271,241.30		\$353,017.90		\$383,771.75		\$395,564.10

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan

DATE: June 17th, 2021

SUBJECT: West 27th Street Reconstruction Project
City Project Number RC-000-3240
Set Public Hearing for Right of Way Acquisition

The City of Cedar Falls is planning to reconstruct W. 27th Street from Hudson Road to the new Cedar Falls High School. The proposed roadway improvements include placement of two roundabouts at the entrance to the new school, a new roundabout at the intersection of W. 27th Street and Greenhill Road, and traffic signal improvements at Hudson Road. Construction is planned to take place in in 2022 through 2023. The project will require the acquisition of temporary and permanent easements from five (5) properties to complete construction.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

We recommend that the Council schedule a Public Hearing for July 6th, 2021 to be held at the regularly scheduled City Council meeting.

xc: Chase Schrage, Director of Public Works
David Wicke, City Engineer

NOTICE OF PUBLIC HEARING ON A PROPOSAL TO UNDERTAKE A PUBLIC IMPROVEMENT PROJECT FOR THE WEST 27TH STREET RECONSTRUCTION PROJECT AND TO AUTHORIZE ACQUISITION OF PRIVATE PROPERTY FOR SAID PROJECT

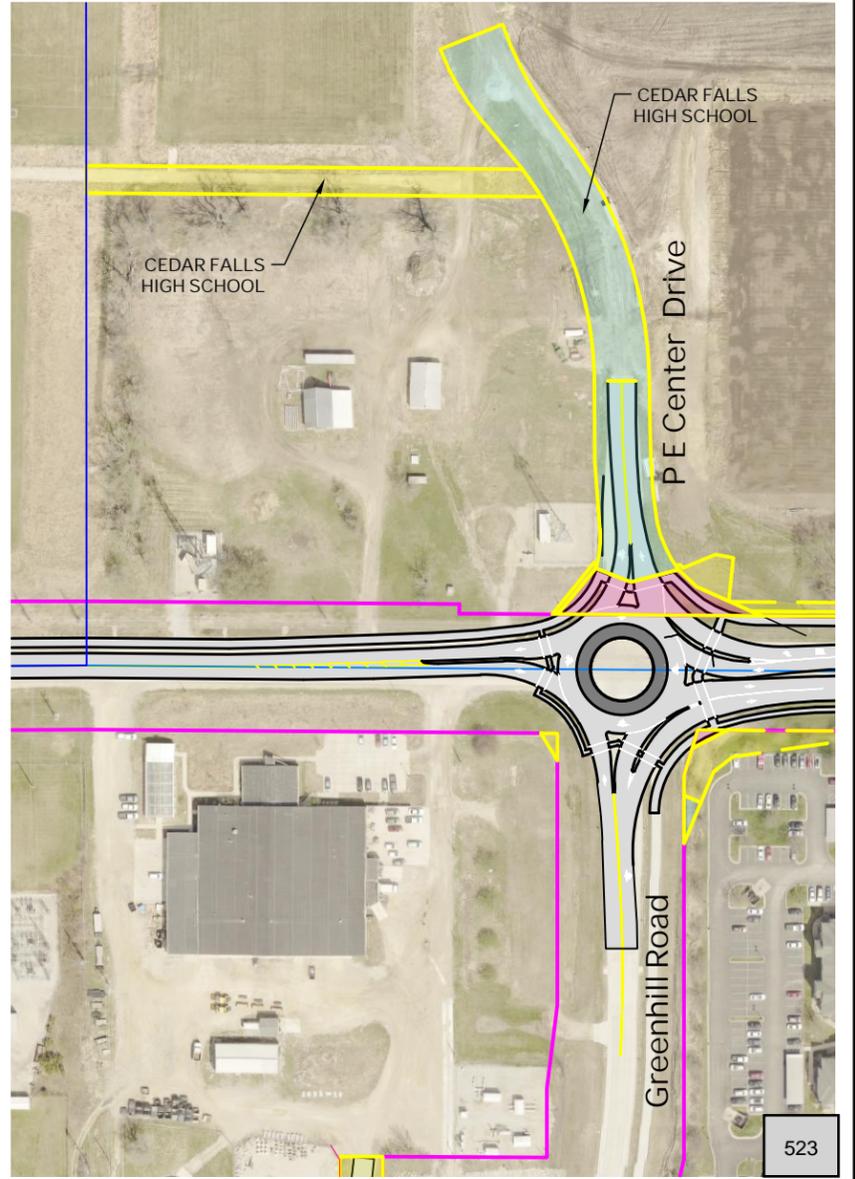
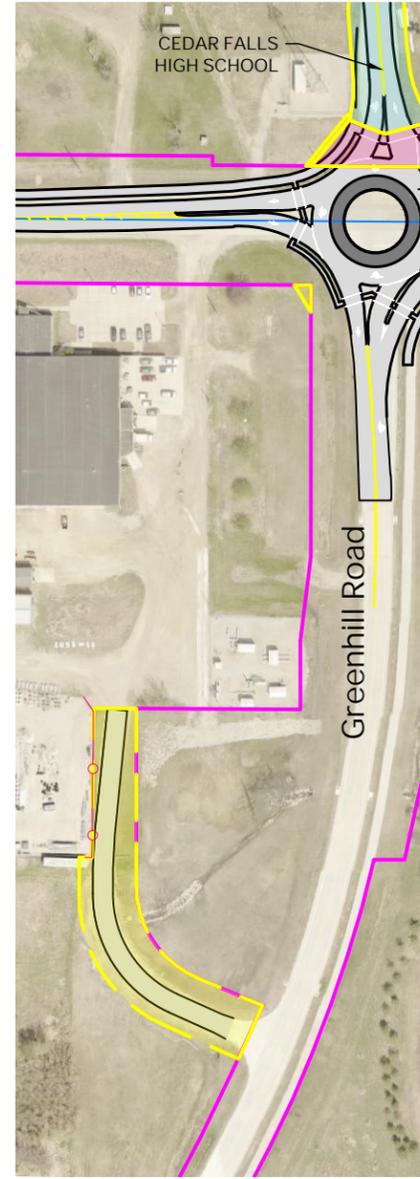
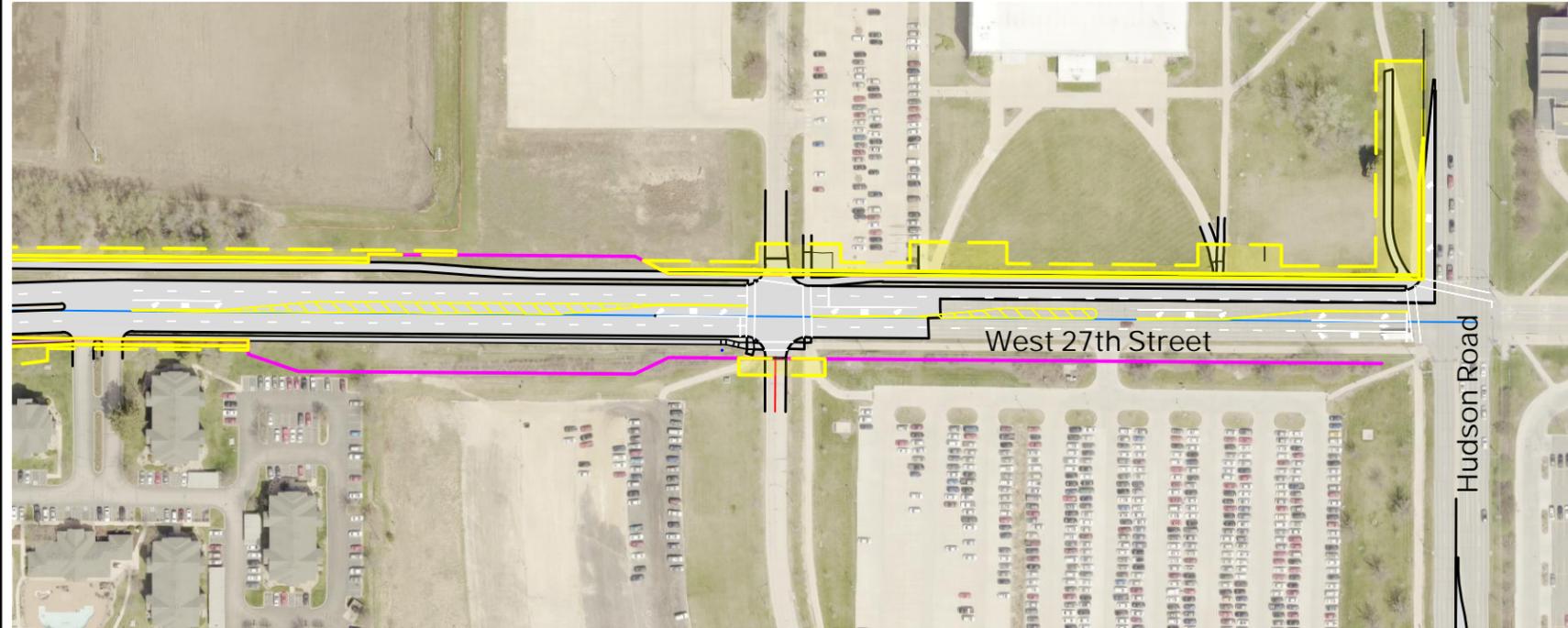
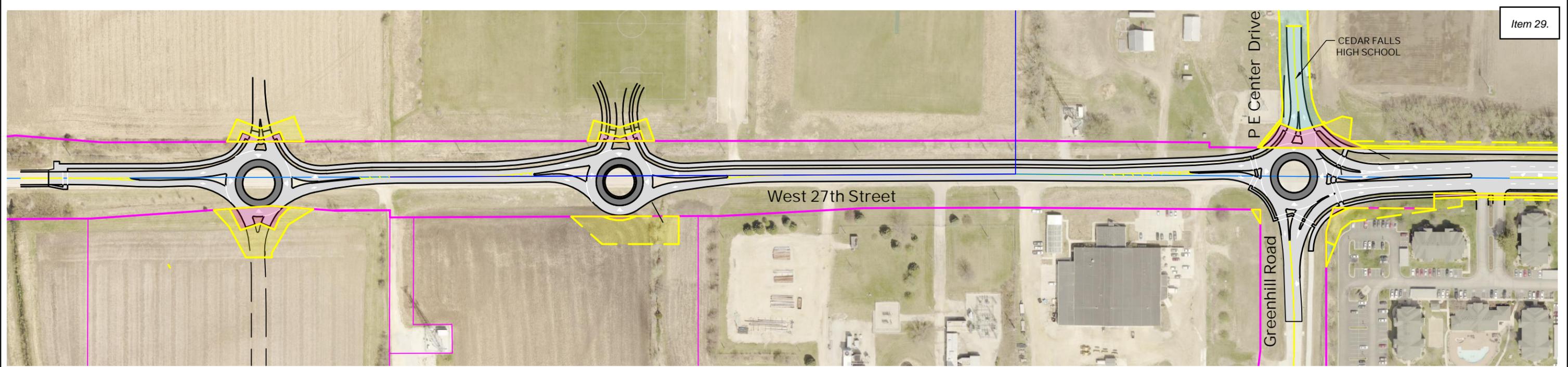
To Whom It May Concern:

NOTICE IS HEREBY GIVEN that on the 6th day of July, 2021, at 7:00 o'clock p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City on the proposal to undertake a public improvement project for the West 27th Street Reconstruction project and to authorize acquisition of private property for the project.

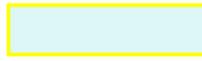
Written objections to the proposal may be filed with City Clerk on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa, on the 21st day of June, 2021.

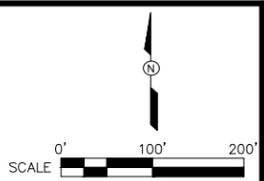
Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls, Iowa



LEGEND

	TEMPORARY EASEMENT
	PERMANENT RIGHT-OF-WAY ACQUISITION
	PERMANENT EASEMENT

All easements and acquisitions shall be to the City of Cedar Falls unless otherwise noted.



Temporary Easement and Right-of-Way Acquisition
 University of Northern Iowa
 West 27th Street Reconstruction
 & Cedar Falls High School
 May 2021 60637669

P:\60637669\900-CAD-GIS\03-SKETCHES\60637669-RIGHT-OF-WAY-EXHIBIT.dwg

PRINTED: 5/27/21



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 17, 2021

SUBJECT: Cyber Lane Extension
 City Project Number RC-268-3245
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Cyber Lane Extension Project.

We recommend setting Monday, July 6th, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, July 13th, 2021 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by June 25th, 2021. The Plans and Specifications will be ready for distribution to contractors on June 22nd, 2021, allowing three (3) weeks of review before contract letting.

This project consists of the extension of Cyber Lane from the existing dead end, north to Technology Parkway. Project includes approximately 1700 square yards of 7" thick PCC pavement, 500 linear feet of storm sewer, and 400 square yards of 4" thick PCC sidewalk.

The total estimated cost for the construction of this project is \$347,866.80. The City will use Tax Increment Financing – South Cedar Falls Funds for this project.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

NOTE:

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2021 VERSION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS, 2018.

CONSTRUCTION PLANS FOR CITY OF CEDAR FALLS BLACKHAWK COUNTY, IOWA CYBER LANE EXTENSION

**CITY PROJECT NUMBER: RC-268-3245
BID DATE: 07 / 13 / 2021**

MARK	REVISION	Scale:	PDS	Field Bk:	Sheet
Engineer: TDW	Checked By: PDS	Date: 06/02/2021			
Technician: JPS					
Project No: 121.1151.08					

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
A.1	PATRICK D. SCHWICKERATH	CIVIL
G.1	TIMOTHY W. FORINASH	SURVEY

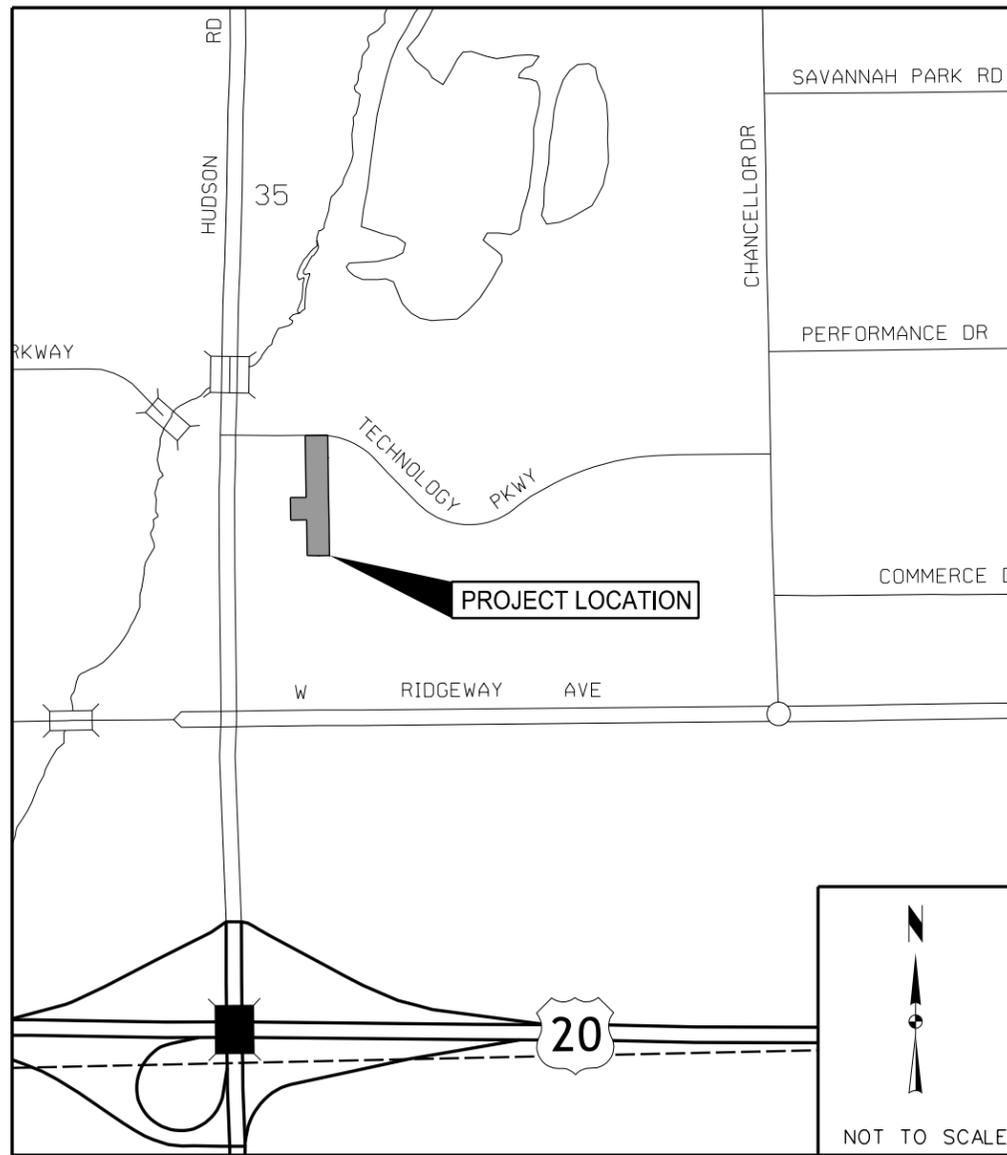
CITY OF CEDAR FALLS

THIS ENGINEERING DOCUMENT IS RECOMMENDED FOR FILING WITH THE CITY CLERK

PUBLIC WORKS DIRECTOR, CITY ENGINEER DATE
OR DESIGNEE

CITY COUNCIL MEMBERS

ROB GREEN, MAYOR
MARK MILLER
SUSAN DEBUHR
DARYL KRUSE
SIMON HARDING
FRANK DARRAH
KELLY DUNN
DAVE SIRES



VICINITY MAP

INDEX OF SHEETS	
NO.	DESCRIPTION
A.1	TITLE SHEET
A.2	LEGEND
B.1-B.3	TYPICAL SECTIONS AND DETAILS
C.1-C.3	QUANTITIES AND GENERAL INFORMATION
D.1	PLAN AND PROFILE - CYBER LANE
F.1	PROJECT REMOVALS
G.1	SURVEY CONTROL AND REFERENCE INFORMATION
H.1	RIGHT-OF-WAY
J.1	TRAFFIC CONTROL & STAGING
L.1-L.2	GEOMETRICS AND JOINTING
M.1-M.3	STORM SEWER
M.10	WATER MAIN
N.1-N.2	PERMANENT SIGNAGE
R.1-R.3	POLLUTION PREVENTION PLAN
W.1-W.3	CROSS SECTIONS

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Patrick D. Schwickerath 06/02/2021
Patrick D. Schwickerath, P.E. Date

License Number P18652

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:
ALL SHEETS EXCEPT G-SHEETS, H-SHEETS.



CYBER LANE EXTENSION
TITLE SHEET
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com



Project No: 121.1151.08
Sheet: 525

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LEGEND

Features	Existing	Proposed
Spot Elevation	93.0	93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	-x-x-	-x-x-
Fence (Chain Link)	-//--	-//--
Fence (Wood)	- ---	- ---
Fence (Silt)	-w---	-w---
Tree Line	-A-	-A-
Tree Stump	-A-	-A-
Deciduous Tree or Shrub		
Coniferous Tree or Shrub		
Communication	-C(x)-	-C-
Overhead Communication	-OC(x)-	-OC-
Fiber Optic	-FO(x)-	-FO-
Underground Electric	-E(x)-	-E-
Overhead Electric	-OE(x)-	-OE-
Gas Main with Size	-4" G(x)-	-4" G-
High Pressure Gas Main with Size	-4" HPG(x)-	-4" HPG-
Water Main with Size	-8" W(x)-	-8" W-
Sanitary Sewer with Size	-8" S(x)-	-8" S-
Duct Bank	-DUCT(x)-	-DUCT-
Test Hole Location for SUE w/ID	93	93

(*) Denotes the survey quality service level for utilities

Sanitary Manhole		
Storm Sewer with Size		
Storm Manhole		
Single Storm Sewer Intake		
Double Storm Sewer Intake		
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box		
Electric Transformer		
Traffic Sign		
Communication Pedestal		
Communication Manhole		
Communication Handhole		
Fiber Optic Manhole		
Fiber Optic Handhole		
Gas Valve		
Gas Manhole		
Gas Apparatus		
Fence Post or Guard Post		
Underground Storage Tank		
Above Ground Storage Tank		
Sign		
Satellite Dish		
Mailbox		
Soil Boring		

UTILITY QUALITY SERVICE LEVELS

Quality Levels of Utilities Are Shown In The Parentheses With The Utility Type And When Applicable, Size. The Quality Levels Are Based On The CI / ASCE 38-02 Standard.

QUALITY LEVEL (D) Information Is Derived From Existing Utility Records Or Oral Recollections.

QUALITY LEVEL (C) Information Is Obtained By Surveying And Plotting Visible Above-Ground Utility Features And Using Professional Judgment In Correlating This Information With Quality D Information.

QUALITY LEVEL (B) Information Is Obtained Through The Application Of Appropriate Surface Geophysical Methods To Determine The Existence And Approximate Horizontal Position Of Subsurface Utilities.

QUALITY LEVEL (A) Is Horizontal And Vertical Position Of Underground Utilities Obtained By Actual Exposure Or Verification Of Previously Exposed Subsurface Utilities, As Well As The Type, Size, Condition, Material, And Other Characteristics.

UTILITY WARNING

The Utilities Shown Have Been Located From Field Survey Information And/Or Records Obtained. The Surveyor Makes No Guarantee That The Utilities Or Subsurface Features Shown Comprise All Such Items In The Area, Either In Service Or Abandoned. The Surveyor Further Does Not Warrant That The Utilities Or Subsurface Features Shown Are In The Exact Location Indicated Except Where Noted As Quality Level A.

UTILITY CONTACT INFORMATION			
UTILITY PROVIDER	CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
CEDAR FALLS UTILITIES (ELECTRICAL)	ADAM OLTSMANN	Adam.Oltmann@cfunet.net	(319) 268-5294
CEDAR FALLS UTILITIES (FIBER)	MIKE SMITH	Mike.Smith@cfunet.net	(319) 268-5224
CEDAR FALLS UTILITIES (WATER & GAS)	JERALD LUKENSMEYER	Jerald.Lukensmeyer@cfunet.net	(319) 268-5330
CITY OF CEDAR FALLS (SEWER)	TYLER GRIFFIN	Tyler.Griffin@cfunet.net	(319) 273-8600
LUMEN TECHNOLOGIES	BRENT GIESE	Brent.Giese@CenturyLink.com	(563) 355-2592
MEDIACOM	KEVIN PARKER	Kparker@mediacomcc.com	(319) 240-4987
WINDSTREAM	STEPHEN KNESS	Stephen.Kness@windstream.com	(319) 790-7678
AUREON	JEFF KLOCKO	jeff.klocko@aureon.com	(515) 830-0445
POLICE DEPARTMENT	-	-	(319) 273-8612
EMERGENCY SERVICES	-	-	911

URBAN TWO-LANE LOCAL ROAD DESIGN STANDARDS		
Design Element	Preferred	Acceptable
General		
Design Speed	30 mph	30 mph
Design Lane Width (ft)	12	11
Object Setback (ft)	3	1.5
Clear Zone (ft)	6	4
Urban		
Curb Offset (ft)	2	1.5
Roadway Width without Parking	31	26
Elements related to Design Speed		
Stopping Sight Distance (ft)	200	200
Min. Horizontal Curve Radius (ft)	333	333
Min. Vertical Curve Length (ft)	75	75
Min. Rate of Vertical Curvature, Crest (K)	30	19
Min. Rate of Vertical Curvature, Sag (K)	37	37
Minimum Gradient (Percent)	1%	1%
Maximum Gradient (Percent)	5%	9%

STATEWIDE URBAN DESIGN AND SPECIFICATIONS STANDARD DETAILS		
THE FOLLOWING DETAILS ARE SPECIFICALLY BROUGHT TO THE CONTRACTOR'S ATTENTION. ALL STATEWIDE URBAN DESIGN AND SPECIFICATIONS STANDARD DETAILS ARE APPLICABLE TO THIS CONTRACT. THIS LIST MAY NOT INCLUDE ALL APPLICABLE STANDARD DETAILS.		
NUMBER	NAME	DATE
2010.102	Designation of Roadway Earthwork Items	10/21/14
3010.101	Trench Bedding and Backfill Zones	04/17/18
3010.102	Rigid Gravity Pipe Trench Bedding	04/20/21
3010.103	Flexible Gravity Pipe Trench Bedding	04/20/21
4020.211	Storm Sewer Pipe Connections	04/17/18
4030.221	RCP Apron Section Footing	10/21/14
4030.222	Circular Concrete Aprons	10/18/16
4030.224	Concrete Pipe Apron Guard	10/18/16
4040.231	Subdrains	10/21/14
4040.232	Subdrain Cleanouts	01/01/20
4040.233	Subdrain Outlets	10/01/16
6010.507	Single Open-throat Curb Intake, Small Box	04/21/20
6010.508	Single Open-throat Curb Intake, Large Box	04/21/20
7010.101	Joints	04/21/20
7010.102	PCC Curb Details	04/21/20
7010.901	PCC Pavement Jointing	10/01/16
7010.904	Typical Jointing Layout	10/19/10
8030.101	Temporary Traffic Control General Information	10/17/17
8030.102	Work off of Pavement with Minor Encroachment onto Traveled Way	10/17/17
9040.102	Filter Berm and Filter Sock	10/17/17
9040.103	Rolled Erosion Control Product (RECP) Installation on Slopes	10/21/14
9040.110	Rip Rap for Pipe Outlet onto Flat Ground	10/21/14
9040.120	Stabilized Construction Entrance	10/21/14

CITY OF CEDAR FALLS, IA STANDARD DETAILS		
THE FOLLOWING DETAILS ARE SPECIFICALLY BROUGHT TO THE CONTRACTOR'S ATTENTION. ALL CITY OF CEDAR FALLS STANDARD DETAILS ARE APPLICABLE TO THIS CONTRACT AND SUPERCEDE CONFLICTING SUDAS SPECIFICATIONS & DETAILS		
NUMBER	NAME	DATE
CFD.01	Subdrain Outlet Structure	1/9/2014
CFD.02	Typical Subdrain Trench	1/9/2014
CFD.04	Sediment Intake Filter	12/16/2014
CFD.05	Square Tubing Post and Sign Detail	12/16/2014

NOTE: Water main installation shall be per Municipal Water Utility of the City of Cedar Falls Water Main Materials and Installation of Water Mains and their Appurtenances Standards as approved and amended January 16, 2018.

Item 30.

Scale: Field Bk: Sheet

Project No: 121.1151.08

LEGEND

CYBER LANE EXTENSION

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

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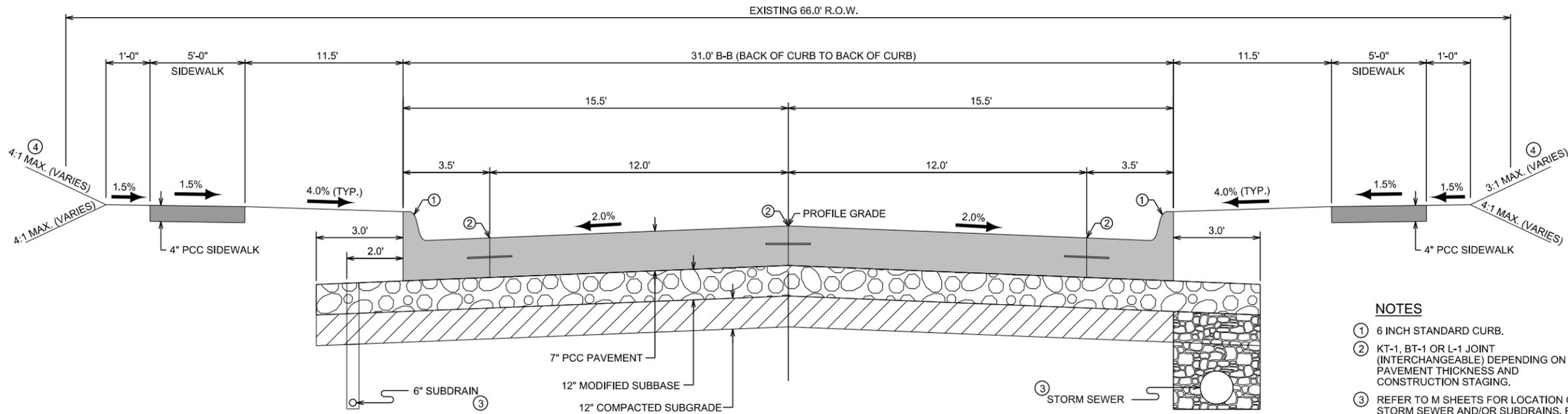
Project No: 121.1151.08
Sheet 526

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NOTE
NORMAL SECTIONS SHOWN MAY BE APPROPRIATELY
MODIFIED FOR AREAS SPECIFICALLY DESIGNED BY THE
ENGINEER, SUCH AS INTERSECTIONS

- NOTES**
- ① 6 INCH STANDARD CURB.
 - ② KT-1, BT-1 OR L-1 JOINT (INTERCHANGEABLE) DEPENDING ON PAVEMENT THICKNESS AND CONSTRUCTION STAGING.
 - ③ REFER TO M SHEETS FOR LOCATION OF STORM SEWER AND/OR SUBDRAINS. REFER TO B SHEET DETAILS AND SUDAS FOR ADDITIONAL INSTALLATION INFORMATION.
 - ④ REFER TO THE W SHEETS FOR CROSS-SECTION ELEVATIONS.

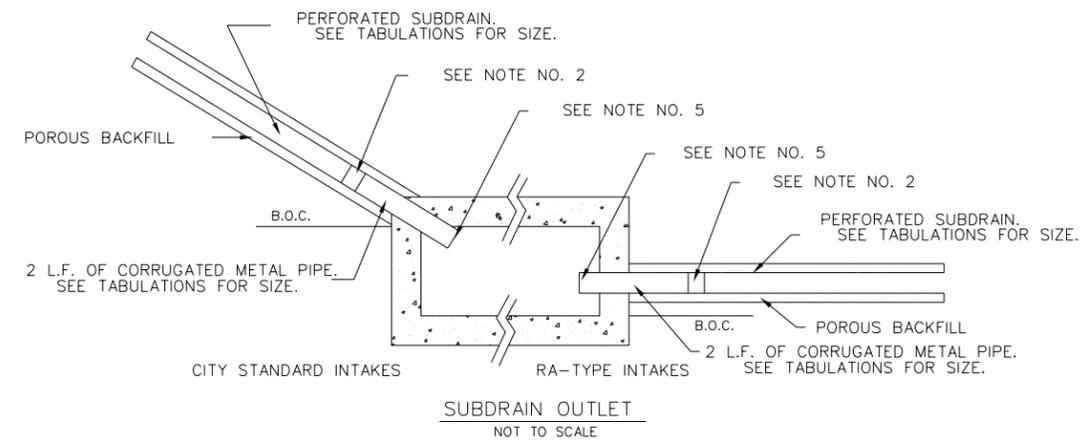
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B.1 TYPICAL SECTION, CYBER LANE
NO SCALE

Item 30.
Scale:
Field Bk:
Sheet
REVISION
Checked By: PDS
Date: 06/02/2021
Engineer: TDW
Checked By: JPS
Date:
Technician: JPS
Date:
Project No: 121.1151.08

CYBER LANE EXTENSION
TYPICAL SECTIONS AND DETAILS
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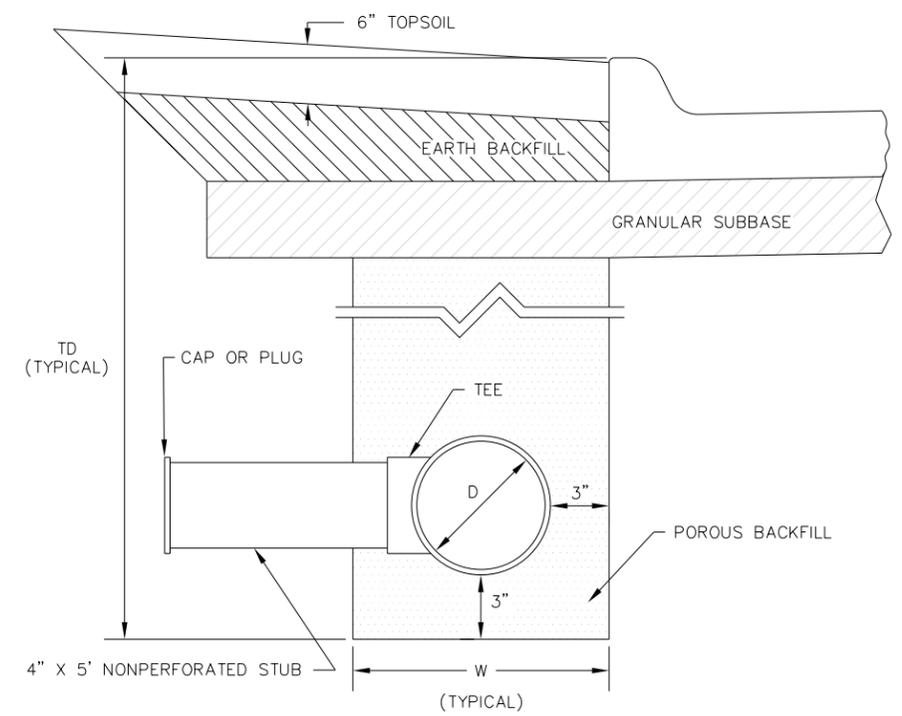
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Sheet 527



GENERAL NOTES:

1. MATERIAL AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CURRENT STANDARD SPECIFICATIONS.
2. REDUCING COUPLER. AT CONTRACTOR'S OPTION, THE SUBDRAIN MAY BE EXTENDED INTO THE C.M.P. A MINIMUM OF 1'-0" AND THE OPENING FULLY SEALED WITH GROUT.
3. SUBDRAIN OUTLET TO BE GROUTED ON THE INSIDE AND OUTSIDE OF THE INLET WALL.
4. ALL CORRUGATED METAL INLETS MUST HAVE RODENT GUARDS.
5. REMOVABLE MESH CAP (1/2" HARDWARE CLOTH) OR 1/2" MESH GALVANIZED SCREEN FASTENED SECURELY, BUT NOT PERMANENTLY, TO OUTLET PIPE. OUTLET PIPE SHOULD EXTEND INTO INTAKE SO THAT MESH CAP IS REMOVABLE.

2
 B.2 SUBDRAIN OUTLET DETAILS
 CFD.01
 NO SCALE



NOTES

1. SEE SUBDRAIN TABULATION FOR D AND TD.
2. SUMP PUMP TAP SHOWN FOR INFORMATIONAL PURPOSES.
3. USE 1" CLEAN FOR BACKFILL IN SUBDRAIN TRENCH ON PIPES 15 INCH IN DIA. AND LARGER WITH A GRADATION AS FOLLOWS;

SIEVE SIZE	% PASSING BY WEIGHT
1"	90%
3/4"	55%
1/2"	5%

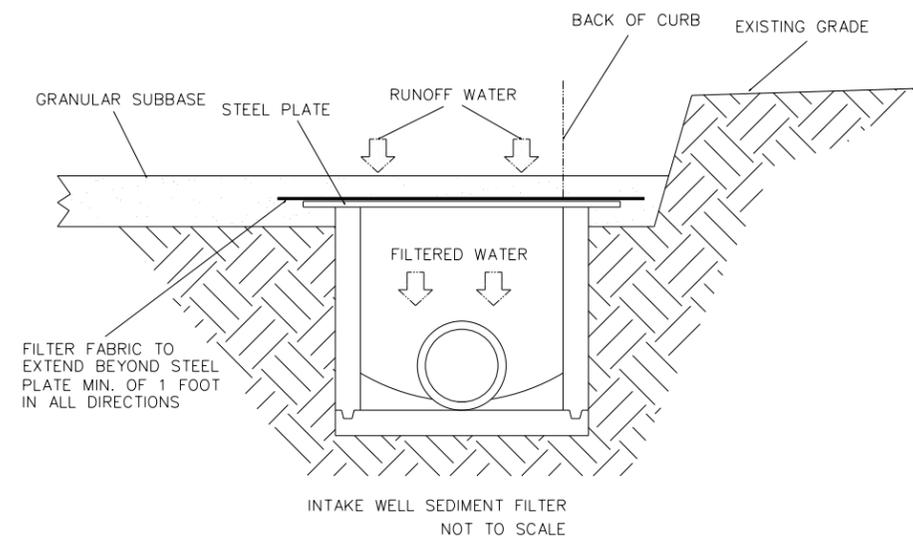
TD- TYPICAL DEPTH FROM BOTTOM OF TRENCH TO TOP OF CURB IS 4'-3"
 D- TYPICAL PIPE DIAMETER IS 6"
 W- TYPICAL TRENCH WIDTH IS 12"

3
 B.2 TYPICAL SUBDRAIN TAP & TRENCH
 CFD.02
 NO SCALE

MARK	REVISION	Scale:	Field Bk:
Engineer: TDW	Checked By: PDS	06/02/2021	
Technician: JPS	Date:	06/02/2021	
Project No: 121.1151.08			Sheet

CYBER LANE EXTENSION
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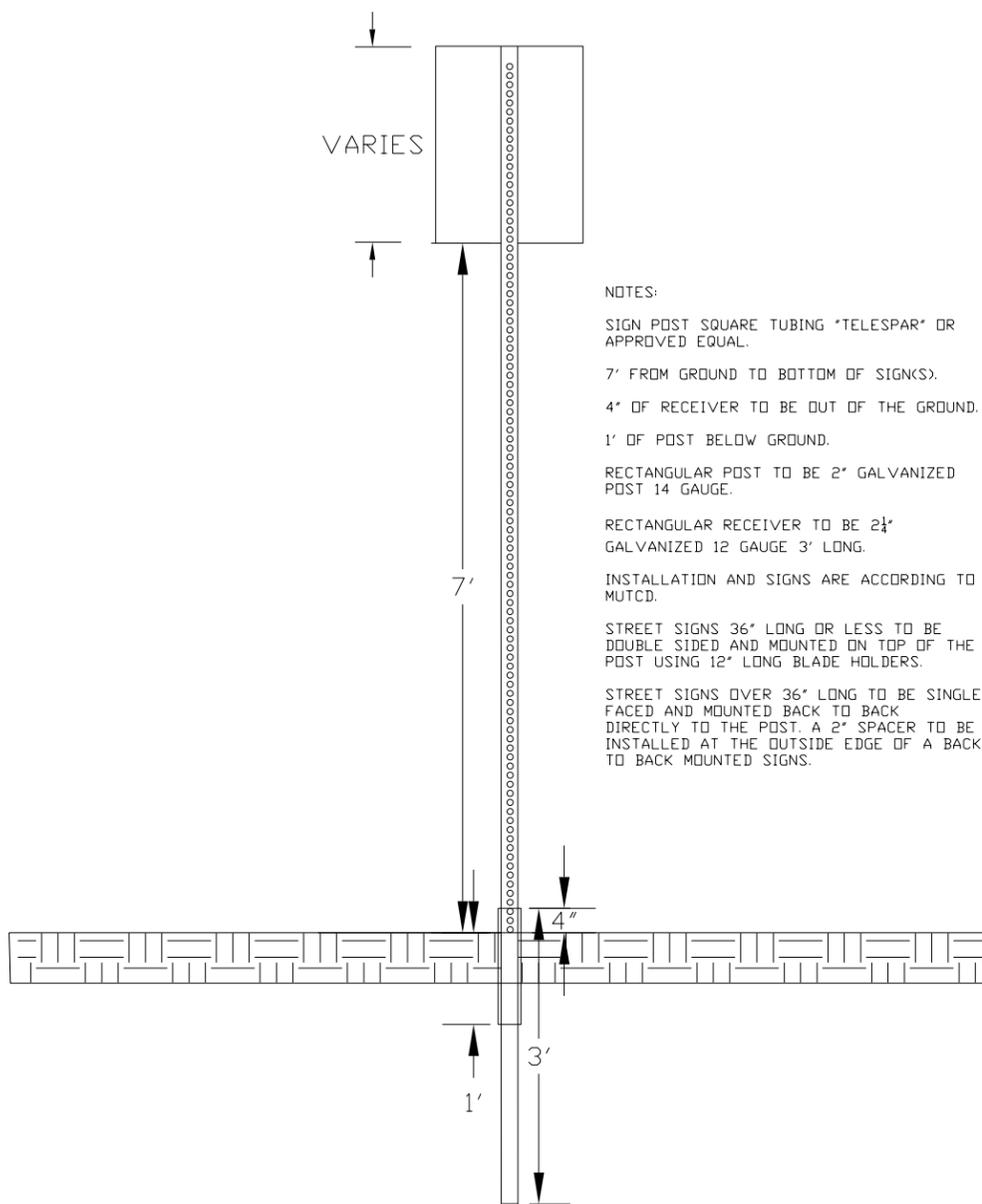




GENERAL NOTES:

1. SEDIMENT FILTERS ARE TO BE PLACED TO PREVENT THE INFILTRATION OF MATERIAL CAUSED BY THE EROSION OF THE SURROUNDING SOIL INTO THE STORM WATER SYSTEM.
2. FILTER FABRIC USED FOR SEDIMENT FILTERS SHALL CONFORM WITH IOWA DOT STANDARD SPECIFICATION 4196.01A, SILT FENCING.
3. PRICE BID FOR INTAKE SEDIMENT FILTERS SHALL INCLUDE PLACEMENT, REMOVAL, AND CLEANING OF INTERIOR OF INTAKES AND STREET SURFACE AS DIRECTED BY THE ENGINEER.

4
B.3 INTAKE SEDIMENT TRAP
CFD.04
NO SCALE



NOTES:

- SIGN POST SQUARE TUBING 'TELESPAR' OR APPROVED EQUAL.
- 7' FROM GROUND TO BOTTOM OF SIGN(S).
- 4" OF RECEIVER TO BE OUT OF THE GROUND.
- 1' OF POST BELOW GROUND.
- RECTANGULAR POST TO BE 2" GALVANIZED POST 14 GAUGE.
- RECTANGULAR RECEIVER TO BE 2 1/2" GALVANIZED 12 GAUGE 3' LONG.
- INSTALLATION AND SIGNS ARE ACCORDING TO MUTCD.
- STREET SIGNS 36" LONG OR LESS TO BE DOUBLE SIDED AND MOUNTED ON TOP OF THE POST USING 12" LONG BLADE HOLDERS.
- STREET SIGNS OVER 36" LONG TO BE SINGLE FACED AND MOUNTED BACK TO BACK DIRECTLY TO THE POST. A 2" SPACER TO BE INSTALLED AT THE OUTSIDE EDGE OF A BACK TO BACK MOUNTED SIGNS.

5
B.3 SQUARE TUBING POST AND SIGN DETAIL
CFD.05
NO SCALE

MARK	REVISION	Scale:	Field Bk:
Engineer: TDW	Checked By: PDS	06/02/2021	
Technician: JPS	Date:	06/02/2021	
Project No: 121.1151.08			Sheet

CYBER LANE EXTENSION
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Project No: 12
529
Sheet

GENERAL NOTES

- Construction observation will be provided by the City of Cedar Falls. Provide a minimum of 72 hours' notice prior to starting.
- Dimensions, street locations, utilities and grading are based on available information at the time of design. Deviations may be necessary in the field. Any such changes or conflicts between the plan and field conditions are to be reported to the City engineer.
- Confine all construction activity to within the construction limits unless otherwise authorized by the City.
- Do not store equipment and/or materials within public right-of-way on streets and/or alleys open to traffic. Contractor shall provide areas as needed for storage of equipment and/or materials.
- If the Contractor obtains additional easements for storage of equipment and materials, copies of agreements with the property owners shall be provided to the City.
- Where the Contractor's equipment is operated on any portion of the pavement or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, and at other times as directed by the Engineer. No additional payment shall be made for street cleaning.
- The Contractor shall be responsible for all site safety including fencing and signage on site and shall comply with all state, local and federal regulations. No additional payment shall be made for additional fencing or signage not shown in the plans.
- The Contractor shall comply with all state and local regulations regarding air, water and noise pollution.
- Where section or subsection monuments, benchmarks, right-of-way pins, or iron pipe (including property pins) monuments are encountered, the City shall be notified before such monuments are removed or disturbed. The Contractor shall protect and carefully preserve all monuments until the City and authorized surveyor, or agent, has witnessed or otherwise referenced their location. The Contractor will be responsible for having an authorized surveyor re-establish any monuments unnecessarily destroyed by his operations.
- Remove the existing pavement areas to the nearest joint or as directed by the City.
- Protect existing facilities, trees and other appurtenances not to be removed from the site during construction.
- Coordinate the construction to minimize disruptions to the adjacent properties. Repair and restore any areas disturbed by construction outside of the construction limits at the Contractor's expense. During construction, use all means necessary to control dust spreading from work and staging areas. Dust control measures shall be in accordance with applicable specifications, or approved by the Engineer. Dust control measures are considered incidental.
- The Contractor shall assist the City's observation staff with daily record keeping including as-built records, and all necessary field locations and measurements. The Contractor shall maintain their own as-built drawings during construction and provide a copy to the City. The Contractor will be required to attend final and intermediate inspections of the project and will be responsible for opening all manholes for inspection.
- The Contractor shall coordinate the construction schedule with City staff to avoid conflicts with City events. No additional compensation will be made for coordinating schedules around events.
- The Contractor will be responsible for constructing and maintaining all accesses to the construction limits. The accesses must be adequately sized and properly surfaced for utilization by construction vehicles and include provisions to maintain positive drainage. This work will be considered incidental to construction unless included with another bid item.
- If any historical or archeological artifacts are identified during construction, stop immediately and notify the City who shall notify the appropriate state and federal agencies.
- Installation and maintenance of construction fencing as necessary shall be incidental to the project.
- Street maintenance during construction, including immediate sweeping of dirt tracking on adjoining streets shall be incidental to the project.
- Coordination with utility companies for relocation of utilities if necessary shall be considered incidental to this project. Utility contacts are listed on Sheet A.2.
- Contractor to ensure positive drainage (no ponding) in any areas that are field modified from the plan elevations.

GENERAL NOTES CONTINUED

- Install all proposed utilities in a manner that does not create conflicts with other existing or proposed utilities.
- The Contractor is advised some utility companies may have relocated their facilities prior to the start of construction under this contract. Relocated utilities are noted in the drawings as known at the time. Before commencing construction operations, the Contractor shall obtain from the Engineer any available information regarding relocated positions of utilities within the project limits. Whether various utilities have been relocated or remain in their original location, it is the responsibility of the Contractor to determine their exact location at the time of construction and to avoid damage thereto.
- There may be abandoned utilities within the construction limits not shown on these plans. The Contractor shall confirm said utilities are abandoned. The Contractor is responsible for removing these lines as necessary for construction.
- Contractor shall confirm assumed depths of utilities and protect them as necessary during construction.
- Contractor shall verify existing storm sewer pipe sizes and inverts prior to construction and prior to ordering structures and/or pipe. No additional payment shall be made to the Contractor for material that is ordered and does not match pipe sizes and inverts that are to be confirmed prior to construction.
- In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of service. No claims for additional compensation will be allowed to the Contractor for any interference or delay caused by such work.
- Repair all field/drain tiles encountered during construction as specified or at a minimum to allow flow using like material in new condition with City approved connections. The Contractor shall record existing type, size, location and depth of all field/drain tiles encountered and repaired during construction. Provide data to the City for incorporation into record drawings.
- The Contractor shall obtain approval from the Engineer for any variance from the approved plan.
- Refer to the project specifications for information regarding line and grade stakes.
- Notification (door hangers) shall be approved by the City prior to distribution. The Contractor shall notify all Property Owners and residents a minimum of one week (but not more than two weeks) prior to commencing construction. Work will not begin unless notification has been provided in accordance with these Contract Documents. Door hangers shall include the following information:
 - Contractor's name and emergency contact numbers
 - Description of Contractor's activities
 - Date of construction activities in the area
 - Estimated duration of construction activities in the area
 - Description/location of available residential parking
 - Information stating how and where garbage collection will be made (note: contractor shall not require/request residents to set out garbage at locations which may cause undue hardships)

WATER NOTES

- Contact Cedar Falls Utilities Seven (7) days prior to project start to schedule the following:
 - Obtain Water Start-Work approval.
 - Water shut down (Requires 48 hours MINIMUM Notice if water supply is interrupted).
 - Tap
 - Flush & Fill
 - Sampling
 - Other water system related services
- Contractor shall provide a MINIMUM of 48 hours Advance Notice to water customers whose water supply is to be interrupted by a water main Shut-Down. Service Line transfers or other scheduled service interruptions require a minimum of 24 hours' notice. Water customers shall be provided with an expected Start Time and Duration of each service interruption.
- Inspection of water main installation will be provided by Cedar Falls Utilities.
- Cedar Falls Utilities Personnel shall operate all system valves or may give approval for the Contractor to operate valves.
- Cedar Falls Utilities does not guarantee that a shut-down will be complete, without leak-through or occur within a specified time frame. Contractors cost for personnel, equipment or working days while waiting on a shut-down is considered incidental to the water main item.
- Heavily chlorinated water shall not remain in the pipeline for more than 48 hours. Flush heavily chlorinated water thoroughly from the pipeline, until the replacement water throughout its length is equal in quality to permanent source of supply. Neutralize chlorinated water by treating with sodium bisulfite, sodium sulfite, sodium thiosulfate or equal approved chemical before disposal.
- To prevent damage to pipe lining and valve components from dry powder or table chlorine, if the Contractor utilizes powder or table chlorine in the water main during construction, the main must be filled within 48 hours.
- Submit in writing water main installation and staging plan to the Engineer and Cedar Falls Utilities a minimum of one week prior to the water main construction.
- Water main and staging plan to include the following:
 - Contractor to coordinate construction with Cedar Falls Utilities. Operation of all existing hydrants and valves to be completed by Cedar Falls Utilities staff.
 - Maintain existing water service until new water main is installed, disinfected and tested.
 - Utilize new hydrants to conduct pressure and bacteria tests. Coordinate valve closures with Cedar Falls Utilities.
 - Concrete paving operations cannot begin until the water main is disinfected and tested, and tracer wire system is tested.
 - Transfer water services to new water main following approval by the Cedar Falls Utilities.
 - Contact the Cedar Falls Utilities and property owner if a lead service is found.
- Proceed with water main construction following review and approval by the Engineer and Cedar Falls Utilities of the submitted water main installation and staging plan.
- Water main to be installed per "Municipal Water Utility of the City of Cedar Falls, Iowa Water Main Materials and their Appurtenances Standards".

2021 NATURAL GAS AWARENESS STATEMENT

This statement was created by Cedar Falls Utilities (CFU) to comply with federal and state requirements for the following programs Distribution Integrity Management, Damage Prevention, and the Public Awareness.

CFU owns and operates a natural gas system consisting of 223.70 miles of gas main and 12,469 gas services within the corporate limits of Cedar Falls. CFU gas system is 13% steel pipe and 87% high density polyethylene pipe. CFU employees are charged with operating the gas system in a safe manner. This includes, but not limited to, preventing gas system damage and leaks caused by excavation.

To reduce the amount of damage and leaks caused by excavation, CFU participates in the Iowa One Call System. Iowa law requires anyone performing an excavation in the state to notify the Iowa One Call System 48 hours prior to the planned excavation not including Saturday, Sunday, or Holidays. An excavator can create a locate ticket with the Iowa One Call System by calling 811 or online by visiting iowaonecall.com.

Once a locate request is generated, CFU will locate gas facilities that are present in the proposed excavation area. It is the excavators' responsibility to safely expose gas facilities using hand-digging or vacuum excavation techniques.

Whenever a steel gas main or service is exposed during excavation, CFU must be notified. Please call CFU at 319 268-5340. Federal law requires CFU to inspect and test exposed steel gas facilities. CFU will promptly dispatch a gas system technician to your location to perform the required inspections and testing. Please do not backfill over steel gas facilities until the inspection and testing is completed.

In the event a gas facility is damaged and no gas is escaping, Iowa law requires the responsible excavator to notify the gas facility owner/operator, which in Cedar Falls is CFU. The excavator must leave the excavation open so the owner/operator can repair the damaged gas facility. If a gas facility is damaged and gas is escaping, it is the excavators' responsibility to notify emergency response agencies and the owner/operator of the damaged facility. It is also the excavators' responsibility to ensure the area is safe to the public before emergency officials or owner/operator employees arrive on the scene.

Thanks for your time and consideration. CFU looks forward to working safely with all excavators working around our gas facilities.

Item 30.

MARK	REVISION	Scale:	Field Bc:
Engineer: TDW	Checked By: PDS	Date: 06/02/2021	Project No: 121.1151.08
Technician: JPS			Sheet

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ESTIMATED PROJECT QUANTITIES				
Item No.	Item Code	Description	Unit	Estimated Quantity
1	2010-D-1	Topsoil, On-site	CY	150
2	2010-D-3	Topsoil, Off-site	CY	450
3	2010-E	Excavation, Class 10	CY	362
4	2010-E	Excavation, Class 10, Unsuitable Materials	CY	68
5	2010-E	Excavation, Class 10, Waste	CY	4630
6	2010-G	Subgrade Preparation	SY	2024
7	2010-H	Subgrade Treatment, Geogrid, Type 3	SY	202
8	2010-I	Subbase, Modified, 12"	SY	2226
9	3010-C	Trench Foundation	TON	17
10	3010-D	Replacement of Unsuitable Backfill Material	CY	45
11	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	105
12	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	86
13	4020-A-1	Storm Sewer, Trenched, HDPE, 15"	LF	88
14	4020-A-1	Storm Sewer, Trenched, HDPE, 30"	LF	210
15	4020-D	Removal of Storm Sewer, RCP, All Sizes and Materials	LF	35
16	4030-B	Pipe Apron, RCP, 30"	EA	1
17	4030-C	Footing for Concrete Pipe Apron, RCP, 30"	EA	1
18	4030-D	Pipe Apron Guard	EA	1
19	4040-A	Subdrain, 6", Corrugated PE, Type S	LF	627
20	4040-C	Subdrain Cleanout, Type A-2, 6"	EA	3
21	4040-D	Subdrain Outlets and Connections, CMP, 6"	EA	9
22	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	29
23	5010-C-1	Fitting, DI, 12" MJ 45° Bend	EA	3
24	5020-H	Fire Hydrant Adjustment	EA	1
25	6010-B	Intake, SW-507	EA	5
26	6010-B	Intake, SW-508	EA	3
27	7010-A	Pavement, PCC, 7"	SY	1698
28	7030-E	Sidewalk, PCC, 4"	SY	376
29	7040-H	Pavement Removal	SY	183.4
30	8030-A	Temporary Traffic Control	LS	1.00
31	8940-A	Sign Panels	SF	41.36
32	8940-B	Sign Posts	LF	64
33	9010-B	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	AC	0.8
34	9040-A-2	SWPPP Management	LS	1.00
35	9040-D-1	Filter Sock, 12"	LF	1650
36	9040-D-2	Filter Socks, Removal	LF	1650
37	9040-J	Rip Rap, Class E Revetment	TON	25
38	9040-O-2	Stabilized Construction Entrance	TON	50
39	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1.3
40	9040-T-1	Inlet Protection Device, Surface-Applied	EA	8
41	9040-T-2	Inlet Protection Device, Maintenance	EA	8
42	11,020-A	Mobilization	LS	1.00
43	11,050-A	Concrete Washout	LS	1.00

ESTIMATE REFERENCE INFORMATION		
Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the Standard SUDAS Specifications listed for that Bid Item and are not necessarily added by Special Provision.		
ITEM NO.	ITEM CODE	ITEM
1	2010-D-1	Topsoil, On-site Quantity estimated based on stripping, salvaging, and spreading 2" of topsoil within the project grading limits. Topsoil determined to be unsuitable, including topsoil containing live vegetation, shall be removed from the site and properly disposed of, and is included in this item.
2	2010-D-3	Topsoil, Off-site Quantity estimated based on furnishing and spreading 6" of topsoil within the project grading limits. This item is to supplement on-site topsoil for a final thickness of 8". On-site topsoil will be reduced by the amount of off-site actually used.
3	2010-E	Excavation, Class 10 No measurement will be made for this item. Payment will be based on the plan quantity. The estimated project quantity includes 362 CY of suitable material to be used in the roadway fill. A shrinkage factor of 1.3 has been used. There will be no additional compensation for overhaul of excavated materials.
4	2010-E	Excavation, Class 10, Unsuitable Materials This item is to be used if poor subsurface conditions are encountered only upon approval by the Engineer. Estimated quantity is based on 1' of below grade excavation for approximately 10% of the subgrade preparation area and the area assumed for the Replacement of Unsuitable Backfill Material bid item. Modified Subbase material shall be used to replace unsuitable or unstable materials. There will be no additional compensation for overhaul of excavated materials.
5	2010-E	Excavation, Class 10, Waste No measurement will be made for this item. Payment will be based on the plan quantity. The estimated project quantity includes 4,630 CY of Class 10 Waste. This quantity does not include the Class 10 material that will be displaced during storm sewer installation. Any additional Class 10 waste as a result of underground utility installation shall be incidental to the specific utility installation item.
6	2010-G	Subgrade Preparation Notify the Engineer one week prior to when subgrade preparation is planned. Prior to completing the subgrade preparation and following the pavement removal, an unclassified excavation meeting onsite with the Engineer will be held to review the subgrade condition and determine the need for subgrade preparation. If it is determined that subgrade preparation per the specifications is not necessary, no payment for this item shall be made. Refer to the B sheets for typical section information. Subgrade exposure following pavement removal should be minimized. Failure to place the modified subbase within 24 hours shall result in justification for no additional payment related to additional subgrade treatments being necessary due to exposure to rain or other environmental elements.
7	2010-H	Subgrade Treatment, Geogrid, Type 3 This item shall only be used when unstable material is encountered during construction and upon approval of the Engineer. Estimated quantity is based on 10% of the subgrade preparation area. Do not drive equipment and/or vehicles on the exposed geogrid until the full specified thickness of modified subbased material is placed over the geogrid.
8	2010-I	Subbase, Modified, 12" Quantity includes the placement of modified subbase beneath all locations where PCC street pavement (7") is to be placed, plus 3 feet on each side, as well as the material estimated for stabilizing unsuitable and unstable material. Loaded trucks shall not drive over geogrid prior to placement of a minimum of 12" of modified subbase overtop. Modified subbase shall be placed overtop of exposed subgrade and geogrid (where approved) within 24-hours of the completion of subgrade preparation or determination from the Engineer that subgrade preparation is not necessary. Engineer is to preapprove use of this item for stabilizing unsuitable and unstable material prior to placement, or no payment will be made for that material.
9	3010-C	Trench Foundation Measurement will be in tons for the quantity of stabilization material required to replace material removed by over-excavation in applicable trenches. Measurement will be based on the scale tickets for the material delivered and incorporated into the project. Trench foundation required to correct unauthorized over-excavation will not be measured. This work includes but is not limited to, removal and disposal of over excavated material required to stabilize trench foundation, and furnishing, hauling and placing stabilization material. The assumed quantity includes 10% of the trenched length of new pipe having foundation material 5-feet wide and 12-inches deep and a rock density of 140 PCF. Engineer is to preapprove use of this material prior to placement, or no payment will be made.
10	3010-D	Replacement of Unsuitable Backfill Material Estimated quantity is based on 10% of the storm sewer trench length, with a nominal dimension of a 5-foot wide and 5-foot deep trench. Replacement of unsuitable backfill material shall not be paid for as a substitute for proper dewatering. Contractor shall obtain engineer approval and agree upon a quantity prior to installation of replacement of unsuitable backfill material. Failure to obtain approval shall result in no payment for this item.
11	4020-A-1	Storm Sewer, Trenched, RCP, 15" Refer to the M Sheets for locations and more information. Where proposed storm sewer crosses over existing water main, flexible O-ring gasket joints shall be used and are included in this bid item. Bedding Class R-1 and Class I material shall be used. Engineering fabric is required for pipe joint wrapping and is incidental to this item. All materials and work for pipe connections to existing storm sewers including, but not limited to grout, concrete collars, and fittings are incidental to this item.
12	4020-A-1	Storm Sewer, Trenched, RCP, 30" Same as previous item.

ESTIMATE REFERENCE INFORMATION (CONT'D)		
Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the Standard SUDAS Specifications listed for that Bid Item and are not necessarily added by Special Provision.		
ITEM NO.	ITEM CODE	ITEM
13	4020-A-1	Storm Sewer, Trenched, HDPE, 15" Refer to the M Sheets for locations and more information. Bedding Class F-3 and Class I material shall be used. Backfill material shall in accordance with Section 4040, 2.04, A and is incidental to this item. Pipe material shall be perforated N-12 dual wall HDPE wrapped in engineering fabric by Advanced Drainage Systems, Inc. or approved equal. All materials and work for pipe connections to existing storm sewers including, but not limited to grout, concrete collars, and fittings are incidental to this item.
14	4020-A-1	Storm Sewer, Trenched, HDPE, 30" Same as previous item.
15	4020-D	Removal of Storm Sewer, RCP, All Sizes and Materials Refer to C Sheets for tabulation and F Sheets for location.
16	4030-B	Pipe Apron, RCP, 30" Refer to M Sheets for location. Anchor the last three (3) concrete pipe sections and the apron together with two pipe connections per joint. Comply with Iowa DOT Standard Road Plan DR-121.
17	4030-C	Footing for Concrete Pipe Apron, RCP, 30" Refer to SUDAS Figure 4030.221 for details.
18	4030-D	Pipe Apron Guard Refer to SUDAS Figure 4030.224 for details.
19	4040-A	Subdrain, 6", Corrugated PE, Type S Refer to TYPICAL SUBDRAIN TAP & TRENCH in the B Sheets for detail and M Sheets for locations.
20	4040-C	Subdrain Cleanout, Type A-2, 6" Refer to M Sheets for locations.
21	4040-D	Subdrain Outlets and Connections, CMP, 6" Refer to SUBDRAIN OUTLET DETAILS in the B Sheets for detail and M Sheets for tabulation.
22	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets) Refer to M Sheets for locations and more information. Each type and size of pipe installed in an open trench will be measured in linear feet along the centerline of the pipe, including the length through the fittings. Trench bedding to comply with bedding class P-3 per SUDAS Figure 3010.104. Coordinate with Cedar Falls Utilities personnel and Engineer prior to conducting this work to shut off valves and inform adjacent property owners of this work. Pressure testing to be at 150 psi (minimum). Any water main and fitting removal and associated work necessary for the installation of this pipe is incidental.
23	5010-C-1	Fitting, DI, 12" MJ 45° Bend Refer to M Sheets for locations and more information. Each joint fitting installed as specified in the contract documents or as required for proper installation of the water main will be counted. Note that the stations shown in the plans are approximate, final locations should be determined in the field. All fittings shall be restrained joints.
24	5020-H	Fire Hydrant Adjustment Refer to D Sheets for location. This item includes the removal and reinstallation of the existing fire hydrant; furnishing and installing the extension barrel section and stem; and all other necessary appurtenances including the hydrant valve box. Ensure edge of pumper nozzle is installed with a minimum 1.5' clearance from edge of sidewalk.
25	6010-B	Intake, SW-507 Refer to M Sheets for locations and more information. Structures may be precast or cast-in-place construction at the contractor's discretion. Installation, maintenance, and removal of the INTAKE SEDIMENT TRAP per the detail in the B Sheets is required and incidental to this bid item.
26	6010-B	Intake, SW-508 Same as previous item.
27	7010-A	Pavement, PCC, 7" Refer to C Sheets for tabulations and D Sheets and L Sheets for additional information. Class C mix is required unless otherwise approved by the Engineer. This item shall include providing a maturity curve and associated monitoring and reporting necessary for use of pavement. Any cold weather protection should be provided per Standard SUDAS Specifications at the contractor's expense.
28	7030-E	Sidewalk, PCC, 4" Refer to the C Sheets for tabulations and the B and D Sheets for additional information. New sidewalk that is not ADA compliant shall be removed and replaced at the Contractor's expense. Use of pavement shall follow the minimum age for opening without testing per table 7010.01 of the Standard SUDAS Specifications. Any cold weather protection should be provided per Standard SUDAS Specifications at the contractor's expense.
29	7040-H	Pavement Removal Refer to R Sheets for locations and information. A full depth saw cut is required at the removal limits and is included with this item. Any damage beyond the removal limits must be replaced by the Contractor at no additional cost to the City.
30	8030-A	Temporary Traffic Control All traffic control shall conform to the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). Refer to the J Sheets for additional information.

Item 30.
Scale: PDS
Checked By: PDS
Date: 06/02/2021
Engineer: TDW
Checker: JPS
Project No: 121.1151.08
Sheet

CYBER LANE EXTENSION

QUANTITIES AND GENERAL INFORMATION

SNYDER & ASSOCIATES, INC.

CEDAR FALLS, IOWA

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 121.1151.08

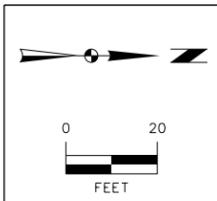
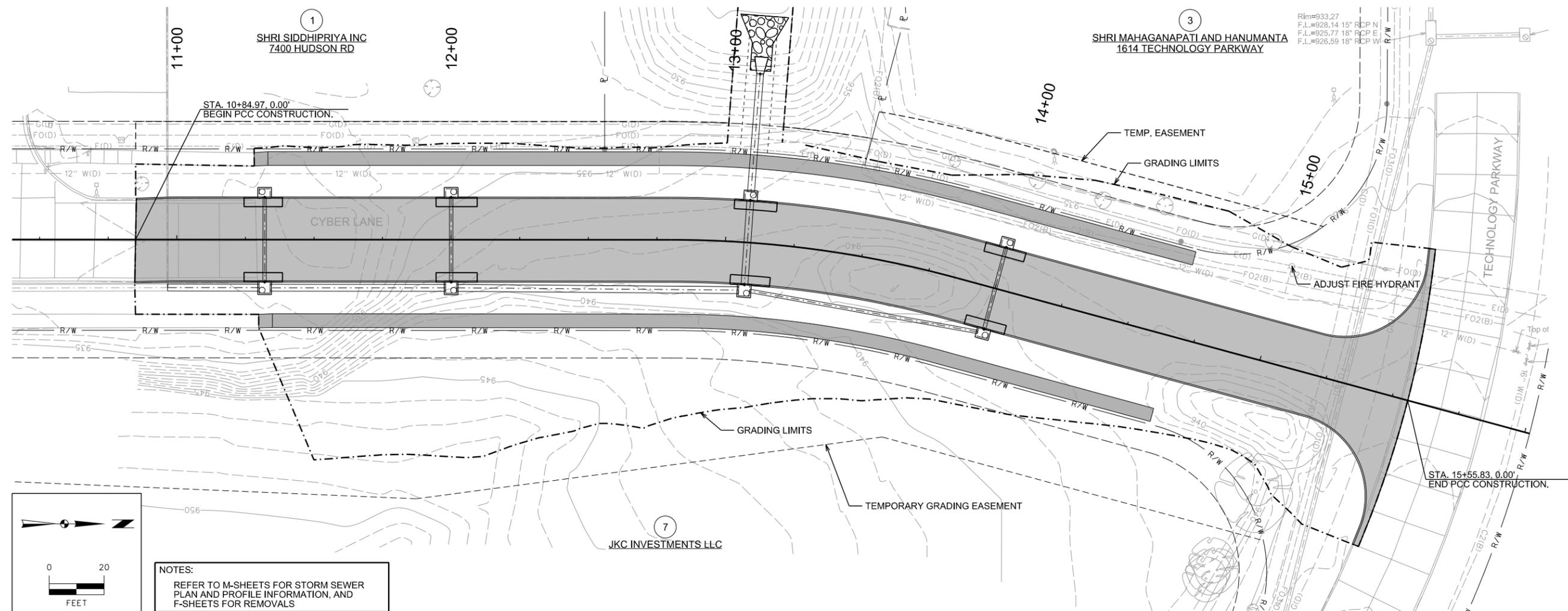
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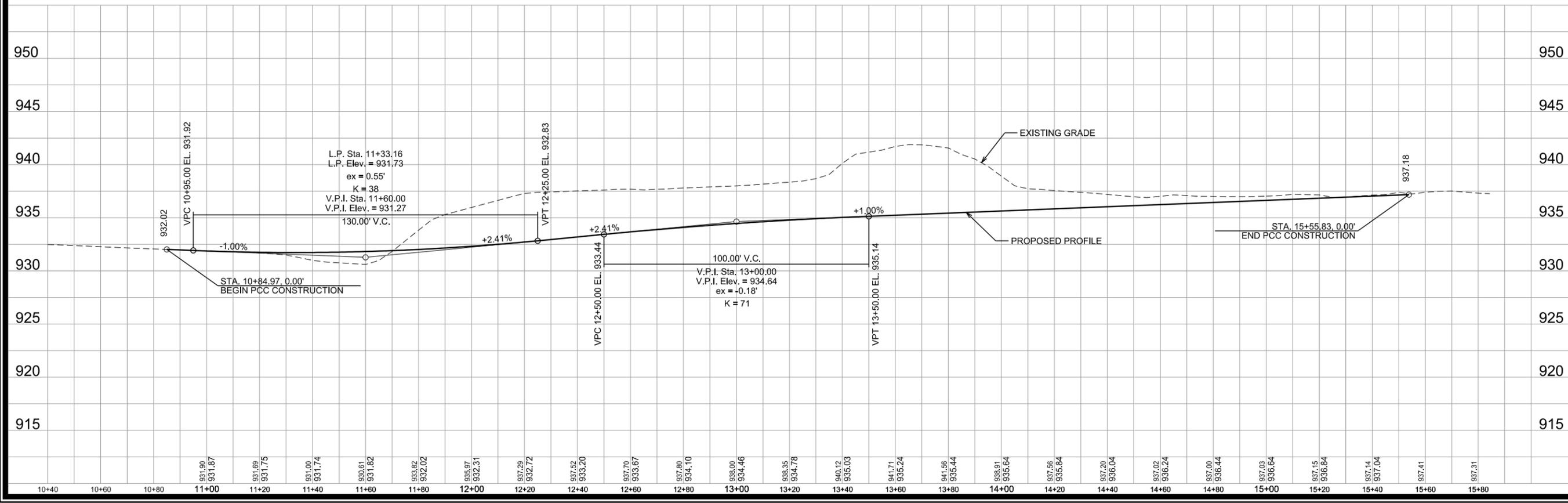
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NOTES:
REFER TO M-SHEETS FOR STORM SEWER
PLAN AND PROFILE INFORMATION, AND
F-SHEETS FOR REMOVALS



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Engineer: TDW	Checked By: PDS	Scale:	Field Bk:
Technician: JPS	Date: 06/02/2021		

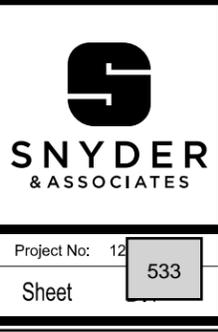
Item 30.
Project No: 121.1151.08
Sheet

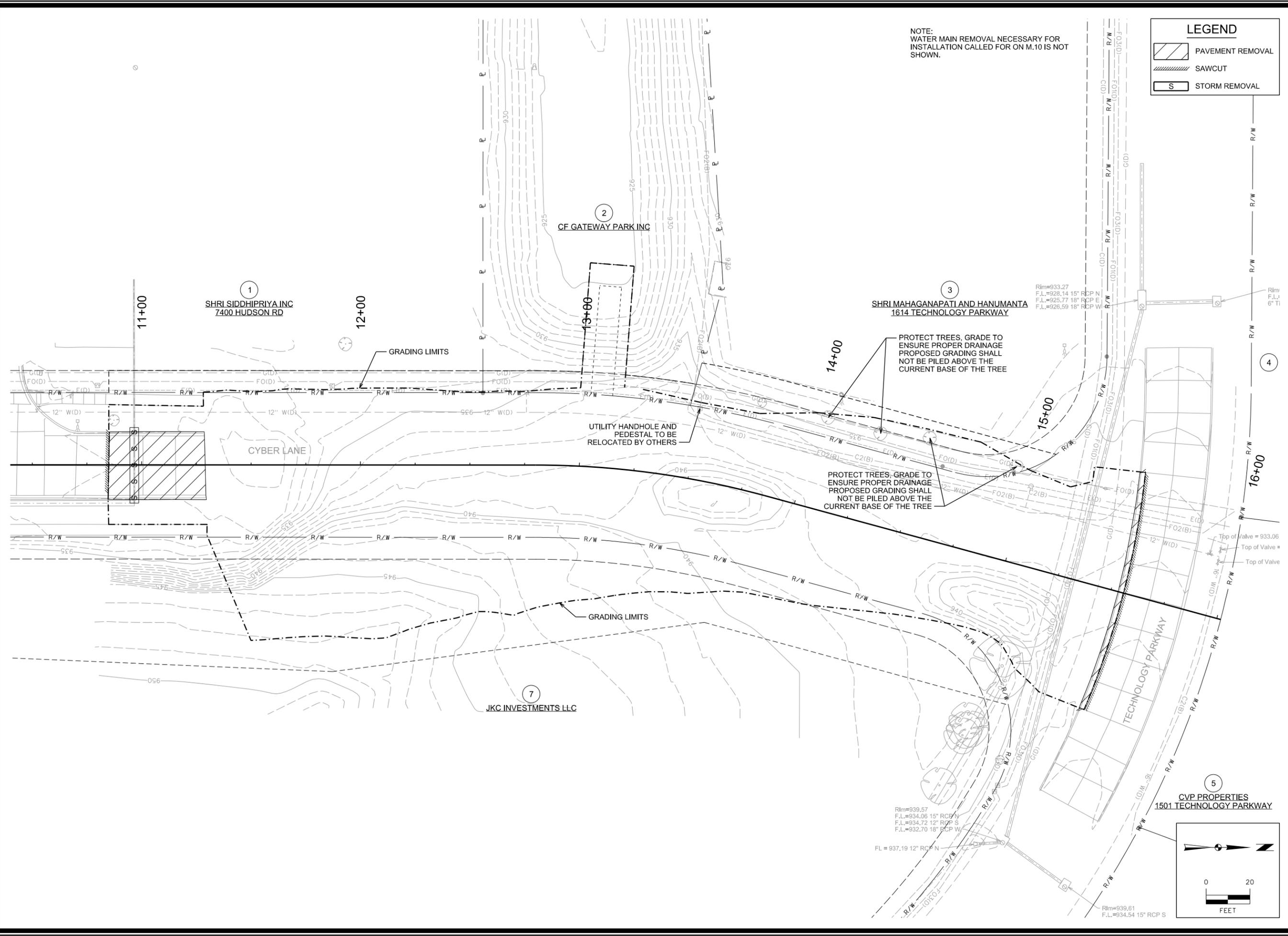
CYBER LANE EXTENSION
PLAN AND PROFILE - CYBER LANE

SNYDER & ASSOCIATES, INC.

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Project No: 121.1151.08
Sheet 533





NOTE:
WATER MAIN REMOVAL NECESSARY FOR
INSTALLATION CALLED FOR ON M.10 IS NOT
SHOWN.

LEGEND

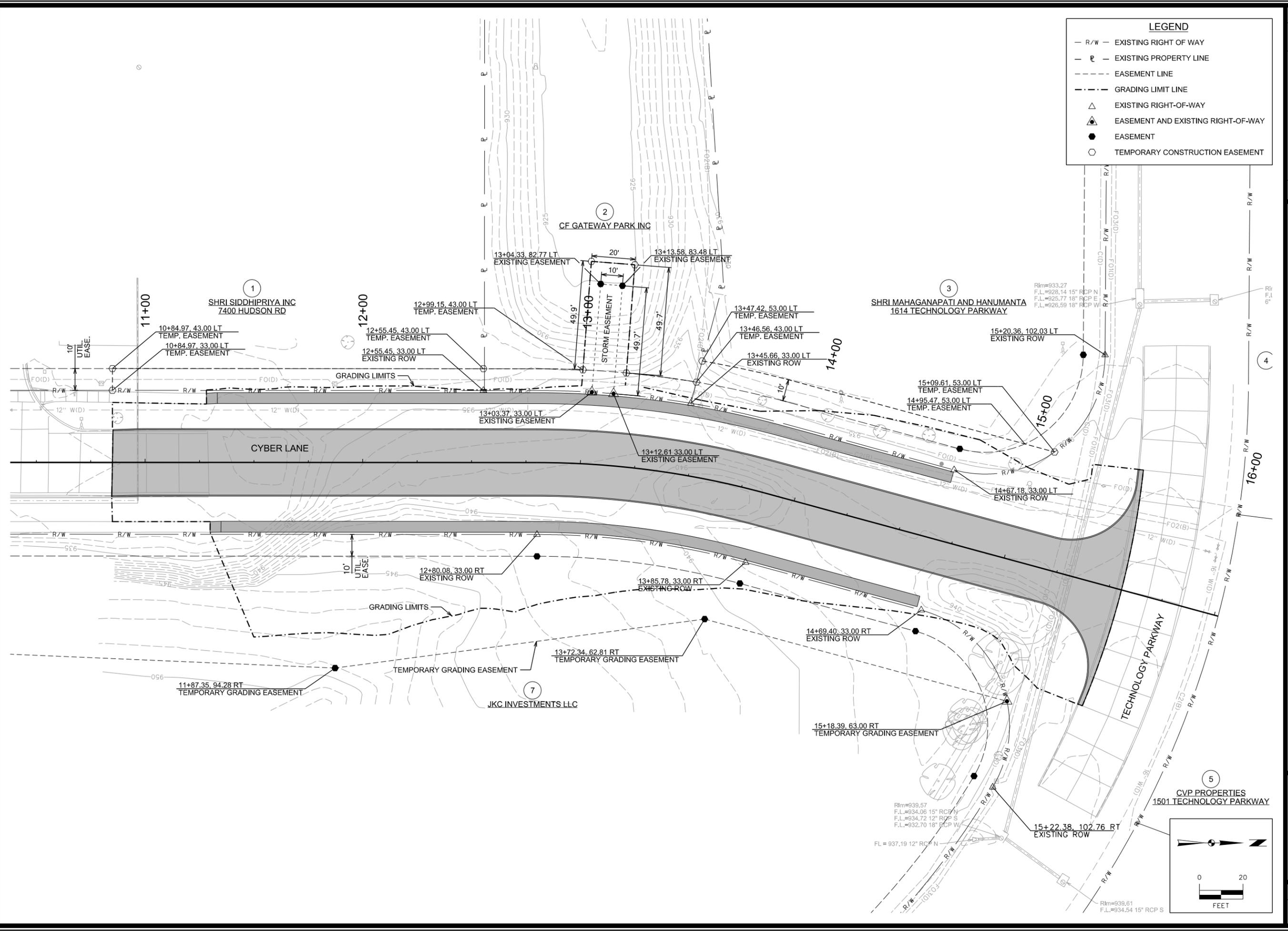
- PAVEMENT REMOVAL
- SAWCUT
- STORM REMOVAL

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Engineer: TDW	Checked By: PDS	06/02/2021	
Technician: JPS	Date:	06/02/2021	
Project No: 121.1151.08			Sheet

CYBER LANE EXTENSION
PROJECT REMOVALS
SNYDER & ASSOCIATES, INC.
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SNYDER & ASSOCIATES
Project No: 12
Sheet **534**

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LEGEND	
— R/W	EXISTING RIGHT OF WAY
— P	EXISTING PROPERTY LINE
- - -	EASEMENT LINE
- · - · -	GRADING LIMIT LINE
△	EXISTING RIGHT-OF-WAY
▲	EASEMENT AND EXISTING RIGHT-OF-WAY
●	EASEMENT
○	TEMPORARY CONSTRUCTION EASEMENT

MARK	REVISION	Scale:	Field Bk:
Engineer: TDW	Checked By: PDS	06/02/2021	
Technician: JPS	Date:	06/02/2021	
Project No: 121.1151.08			Sheet

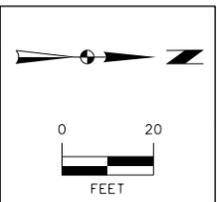
CYBER LANE EXTENSION
RIGHT-OF-WAY
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
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SNYDER & ASSOCIATES

Project No: 121.1151.08

Sheet **536**



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 F.L.=934.72 12° RCP S
 F.L.=932.70 18° RCP W
 FL = 937.19 12° RCP N

Rim=939.61
 F.L.=934.54 15° RCP S

5
 CVP PROPERTIES
 1501 TECHNOLOGY PARKWAY

15+22.38, 102.76 RT EXISTING ROW

15+18.39, 63.00 RT TEMPORARY GRADING EASEMENT

14+69.40, 33.00 RT EXISTING ROW

13+85.78, 33.00 RT EXISTING ROW

12+80.08, 33.00 RT EXISTING ROW

11+87.35, 94.28 RT TEMPORARY GRADING EASEMENT

13+72.34, 62.81 RT TEMPORARY GRADING EASEMENT

14+67.18, 33.00 LT EXISTING ROW

14+95.47, 53.00 LT TEMP. EASEMENT

15+09.61, 53.00 LT TEMP. EASEMENT

15+20.36, 102.03 LT EXISTING ROW

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13+46.56, 43.00 LT TEMP. EASEMENT

13+47.42, 53.00 LT TEMP. EASEMENT

13+13.58, 83.48 LT EXISTING EASEMENT

13+04.33, 82.77 LT EXISTING EASEMENT

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12+55.45, 33.00 LT EXISTING ROW

10+84.97, 43.00 LT TEMP. EASEMENT

10+84.97, 33.00 LT TEMP. EASEMENT

7
JKC INVESTMENTS LLC

1
SHRI SIDDHIPRIYA INC
7400 HUDSON RD

3
SHRI MAHAGANAPATI AND HANUMANTA
1614 TECHNOLOGY PARKWAY

2
CF GATEWAY PARK INC

5

4

14+00

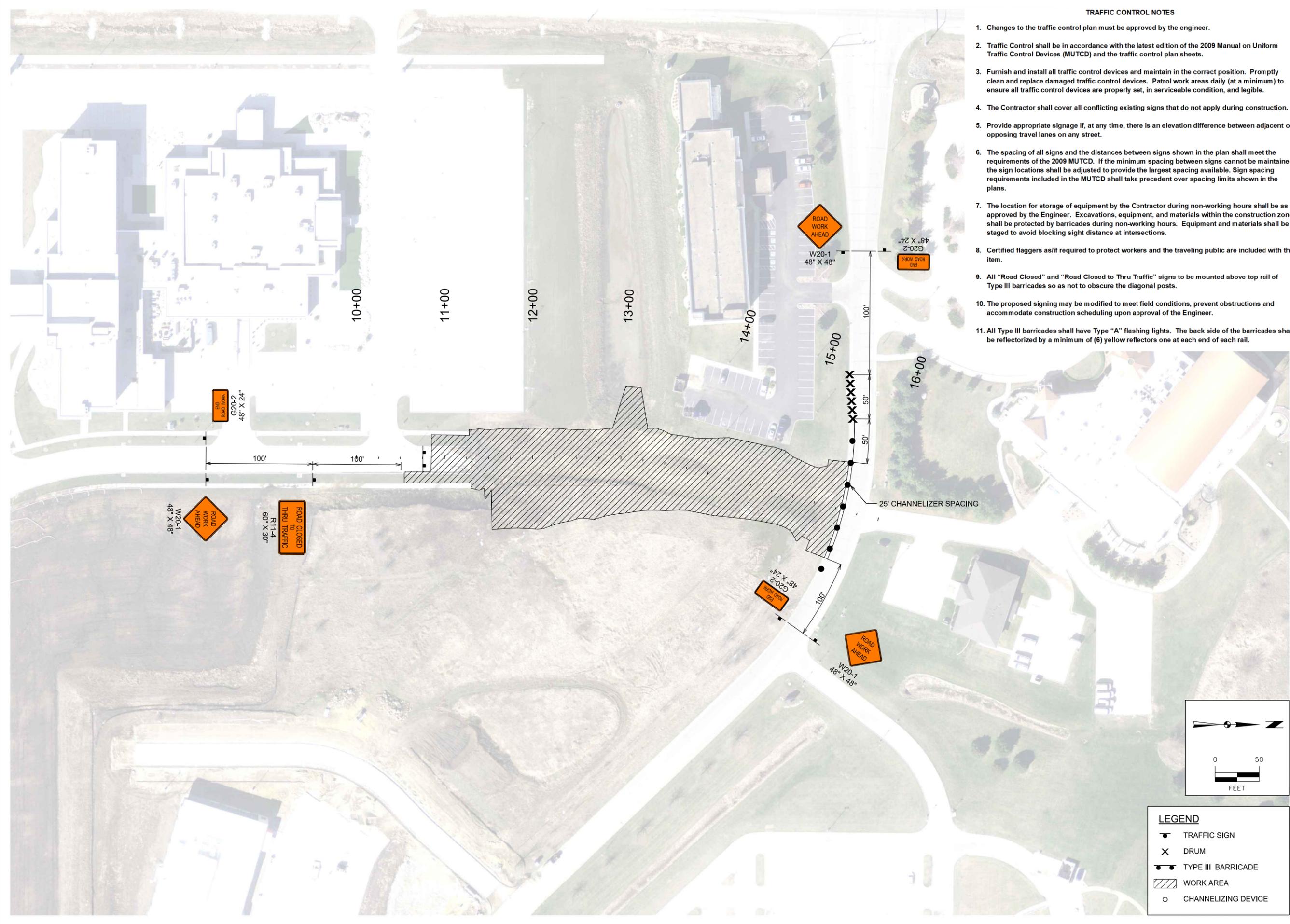
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11+00

16+00

15+00

Rim=933.27
F.L.=928.14 15° RCP N
F.L.=925.77 18° RCP S
F.L.=926.59 18° RCP W



- TRAFFIC CONTROL NOTES**
- Changes to the traffic control plan must be approved by the engineer.
 - Traffic Control shall be in accordance with the latest edition of the 2009 Manual on Uniform Traffic Control Devices (MUTCD) and the traffic control plan sheets.
 - Furnish and install all traffic control devices and maintain in the correct position. Promptly clean and replace damaged traffic control devices. Patrol work areas daily (at a minimum) to ensure all traffic control devices are properly set, in serviceable condition, and legible.
 - The Contractor shall cover all conflicting existing signs that do not apply during construction.
 - Provide appropriate signage if, at any time, there is an elevation difference between adjacent or opposing travel lanes on any street.
 - The spacing of all signs and the distances between signs shown in the plan shall meet the requirements of the 2009 MUTCD. If the minimum spacing between signs cannot be maintained, the sign locations shall be adjusted to provide the largest spacing available. Sign spacing requirements included in the MUTCD shall take precedent over spacing limits shown in the plans.
 - The location for storage of equipment by the Contractor during non-working hours shall be as approved by the Engineer. Excavations, equipment, and materials within the construction zone shall be protected by barricades during non-working hours. Equipment and materials shall be staged to avoid blocking sight distance at intersections.
 - Certified flaggers as/if required to protect workers and the traveling public are included with this item.
 - All "Road Closed" and "Road Closed to Thru Traffic" signs to be mounted above top rail of Type III barricades so as not to obscure the diagonal posts.
 - The proposed signing may be modified to meet field conditions, prevent obstructions and accommodate construction scheduling upon approval of the Engineer.
 - All Type III barricades shall have Type "A" flashing lights. The back side of the barricades shall be reflectorized by a minimum of (6) yellow reflectors one at each end of each rail.

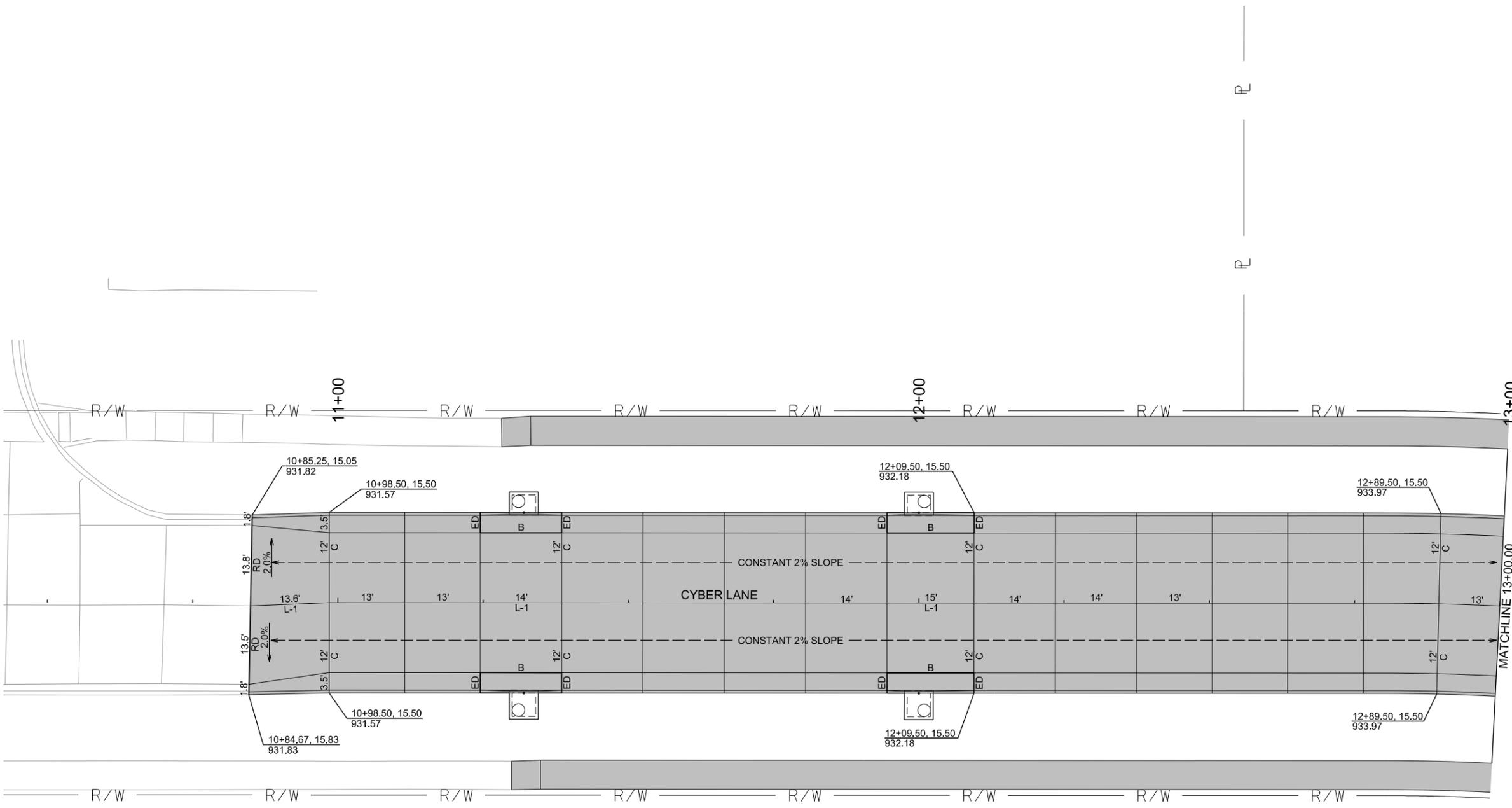
LEGEND

- TRAFFIC SIGN
- DRUM
- TYPE III BARRICADE
- WORK AREA
- CHANNELIZING DEVICE

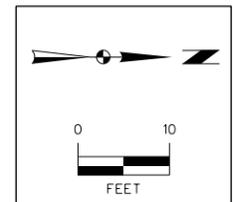
MARK	REVISION	Scale:	Field Bc:
Engineer: TDW	Checked By: PDS	Scale:	Field Bc:
Technician: JPS	Date: 06/02/2021		
Project No: 121.1151.08			Sheet

CYBER LANE EXTENSION
TRAFFIC CONTROL & STAGING
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

Project No: 121.1151.08
 Sheet 537



- NOTES:**
1. Joints are to be spaced no more than 15' apart. Panel lengths are generally to be no more than 1.5 times the width.
 2. Refer to SUDAS Figure 7010.101.
 3. Substitute KT-1 or BT-1 for L-1 joints as necessary. The jointing shown is recommended. The contractor may modify or field adjust based upon pavement phasing with prior approval from the Engineer.
 4. Elevations shown are form grade unless noted otherwise.
 5. Sidewalks should maintain positive drainage.



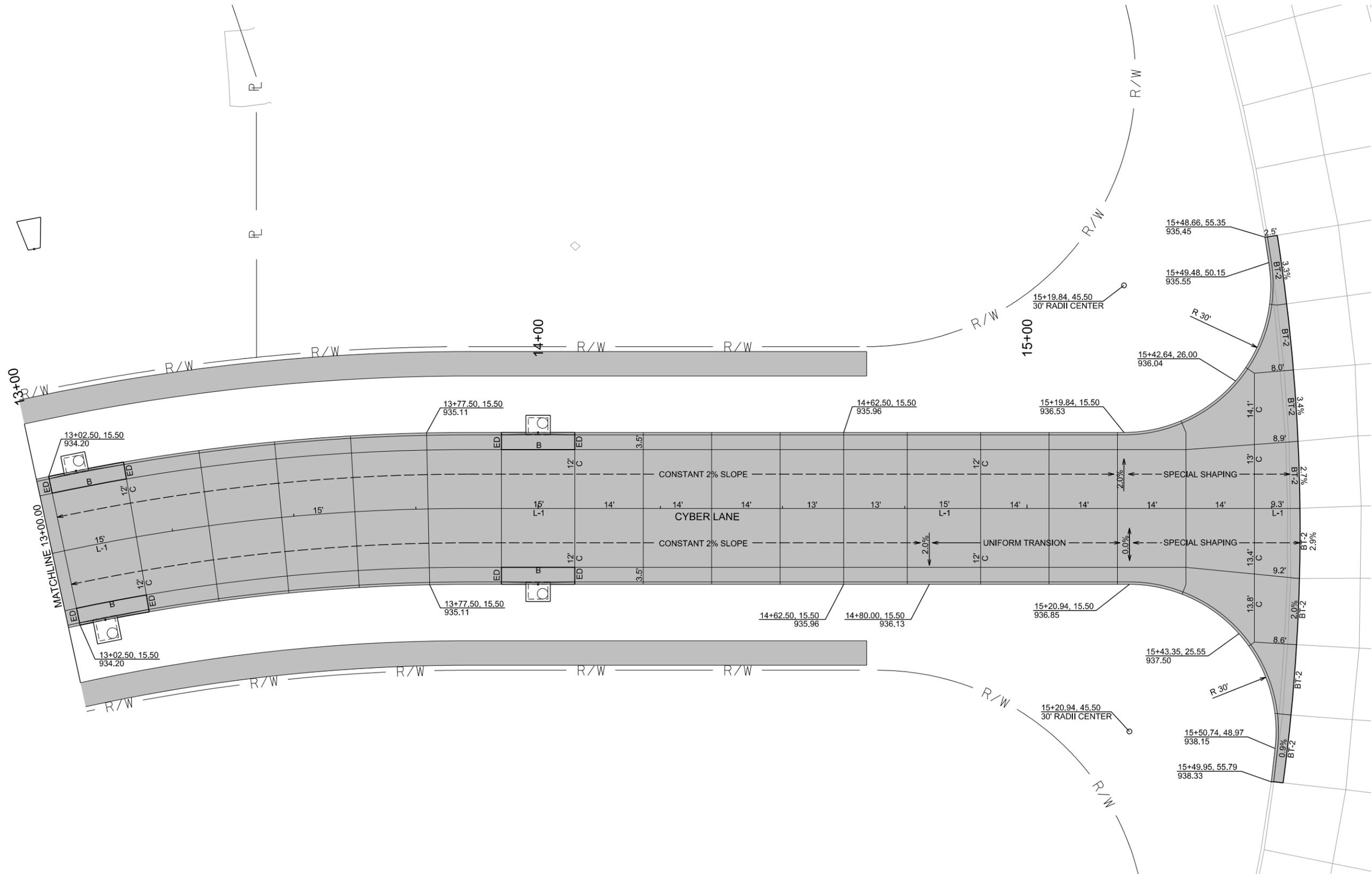
Item 30.	
MARK	REVISION
Engineer: TDW	Checked By: PDS
Technician: JPS	Date: 06/02/2021
Scale:	Field Bk:
Project No: 121.1151.08	
Sheet	

CYBER LANE EXTENSION
GEOMETRICS AND JOINTING
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
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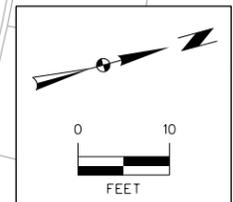
SNYDER & ASSOCIATES

Project No: 121.1151.08
 Sheet 538

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- NOTES:**
1. Joints are to be spaced no more than 15' apart.
 2. Panel lengths are generally to be no more than 1.5 times the width.
 3. Refer to SUDAS Figure 7010.101.
 4. Substitute KT-1 or BT-1 for L-1 joints as necessary.
 5. The jointing shown is recommended. The contractor may modify or field adjust based upon pavement phasing with prior approval from the Engineer.
 6. Elevations shown are form grade unless noted otherwise.
 7. Sidewalks should maintain positive drainage.



MARK	REVISION	Scale:	Field Bk:
Engineer: TDW	Checked By: PDS	06/02/2021	
Technician: JPS	Date:	06/02/2021	
Project No: 121.1151.08			Sheet

CYBER LANE EXTENSION
GEOMETRICS AND JOINTING
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
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Project No: 121.1151.08
 Sheet **539**

STORM SEWER, TRENCHED (4020-A-1)

Design Length, Slope, and Flowlines are calculated from inside wall to inside wall along CL of pipe.

LINE NUMBER	INTAKE/UTILITY		LENGTH OF PIPE (Design Length)	LENGTH OF PIPE (Bid Length)			SHEET NUMBER	NOTES
	UPSTREAM	DOWNSTREAM		15" RCP	30" RCP	15" HDPE		
STP-0	Existing*	ST-2	33				35	M.2
STP-1	ST-1	ST-2	31	35				M.3
STP-2	ST-2	ST-4	64				68	M.2
STP-3	ST-3	ST-4	31	35				M.3
STP-4	ST-4	ST-6	103				107	M.2
STP-5	ST-6	ST-5	31		35			M.3
STP-6	ST-8	ST-6	84			88		M.2
STP-7	ST-7	ST-8	31	35				M.3
STP-10	ST-5	ST-10	49		51			M.3
TOTALS:				105	86	88	210	

*Contractor to field verify elevation prior to installation and casting of storm structures

SUBDRAIN (4040-A)

LINE NUMBER	6" SUBDRAIN (LF)	UPSTREAM ACCESS LOCATION	DOWNSTREAM ACCESS LOCATION	SHEET NUMBER
SD-1	33	CO-1	ST-1	M.2
SD-2	64	ST-3	ST-1	M.2
SD-3	105	ST-5	ST-3	M.2
SD-4	91	ST-7	ST-5	M.2
SD-5	167	CO-3	ST-7	M.2
SD-6	167	CO-2	ST-8	M.2
Total:	627			

SUBDRAIN CLEANOUT (4040-C)

CO NUMBER	STATION AND OFFSET	TYPE A-2, 6" (EA)	UPSTREAM SUBDRAIN	DOWNSTREAM SUBDRAIN	SHEET NUMBER
CO-1	STA 10+97, 17.0' LT	1	-	SD-1	M.2
CO-2	STA 15+49, 48.8' RT	1	-	SD-6	M.2
CO-3	STA 15+48, 49.9' LT	1	-	SD-5	M.2
Total:		3			

STORM SEWER STRUCTURES (6010-B)

Structure No.	Proposed Location Station and Offset	Proposed Structure Type	Sheet No.	Notes
ST-1	STA 11+32, 15.5' LT	Single Open-throat Curb Intake, Small Box (SW-507)	M.3	
ST-2	STA 11+32, 15.5' RT	Single Open-throat Curb Intake, Large Box (SW-508)	M.2	
ST-3	STA 12+00, 15.5' LT	Single Open-throat Curb Intake, Small Box (SW-507)	M.3	
ST-4	STA 12+00, 15.5' RT	Single Open-throat Curb Intake, Large Box (SW-508)	M.2	
ST-5	STA 13+08, 15.5' LT	Single Open-throat Curb Intake, Small Box (SW-507)	M.3	
ST-6	STA 13+08, 15.5' RT	Single Open-throat Curb Intake, Large Box (SW-508)	M.2	
ST-7	STA 14+00, 15.5' LT	Single Open-throat Curb Intake, Small Box (SW-507)	M.3	
ST-8	STA 14+00, 15.5' RT	Single Open-throat Curb Intake, Small Box (SW-507)	M.2	
ST-10	STA 13+08, 67.7' LT	Circular Concrete Aprons, 30"	M.3	
TOTALS:		Circular Concrete Aprons, 30" = 1 Single Open-throat Curb Intake, Small Box (SW-507) = 5 Single Open-throat Curb Intake, Large Box (SW-508) = 3		

Item 30.

MARK: _____
 REVISION: _____
 Engineer: TDW
 Checked By: PDS
 Date: 06/02/2021
 Field Bk: _____
 Project No: 121.1151.08
 Sheet

CYBER LANE EXTENSION

STORM SEWER

CEDAR FALLS, IOWA

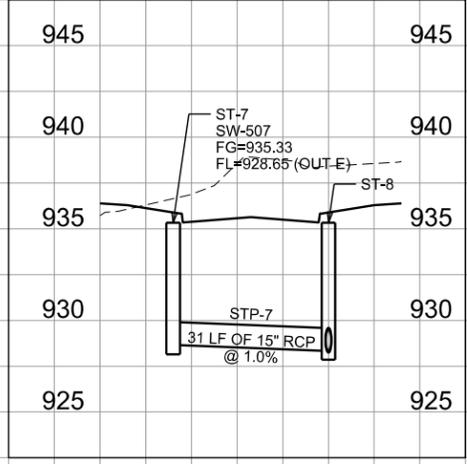
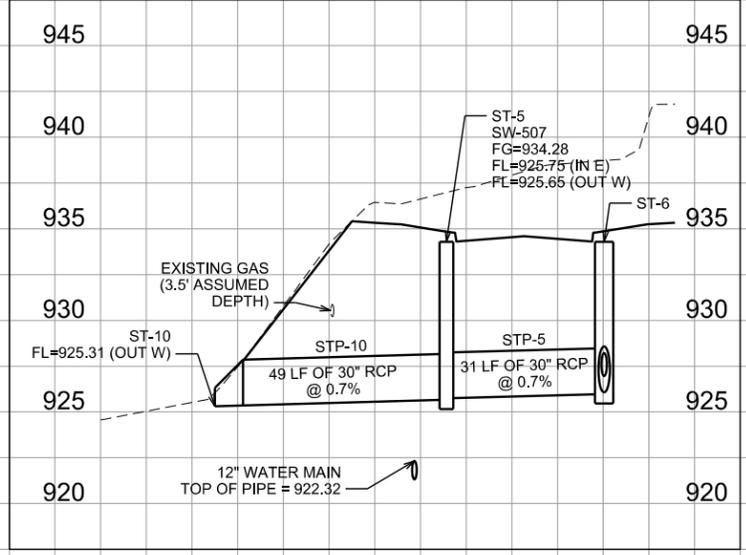
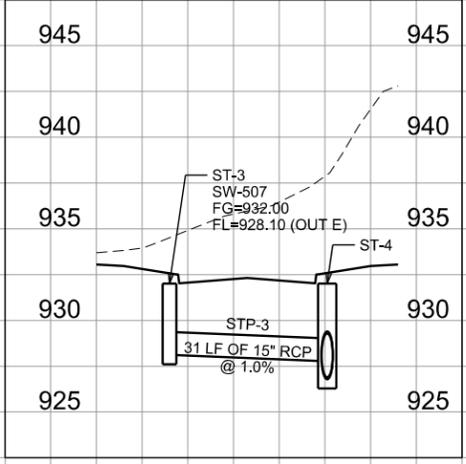
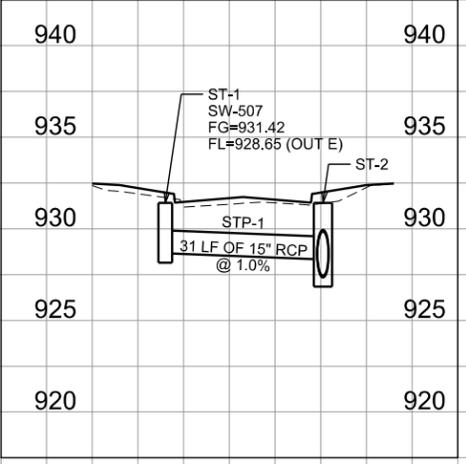
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Project No: 12
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540



CYBER LANE EXTENSION

STORM SEWER

CEDAR FALLS, IOWA

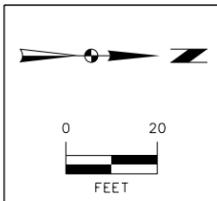
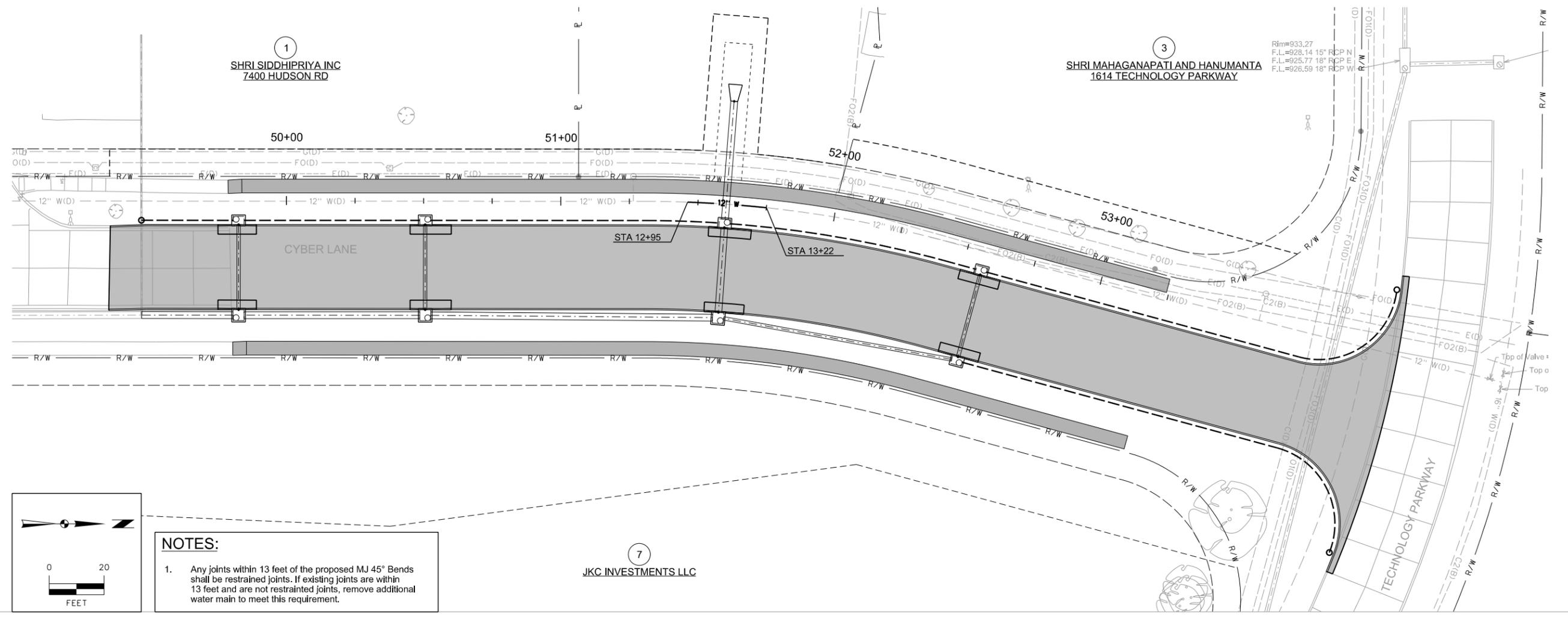
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MARK	REVISION	Checked By: PDS	Scale:	Field Bk:
Engineer: TDW	Checked By: PDS	Date: 06/02/2021		
Technician: JPS	Date: 06/02/2021			
Project No: 121.1151.08				
Item 30.				
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NOTES:

- Any joints within 13 feet of the proposed MJ 45° Bends shall be restrained joints. If existing joints are within 13 feet and are not restrained joints, remove additional water main to meet this requirement.

Item 30.
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Date: 06/02/2021
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Sheet

CYBER LANE EXTENSION
WATER MAIN
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 CEDAR FALLS, IOWA
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Project No: 121.1151.08
 Sheet: 543

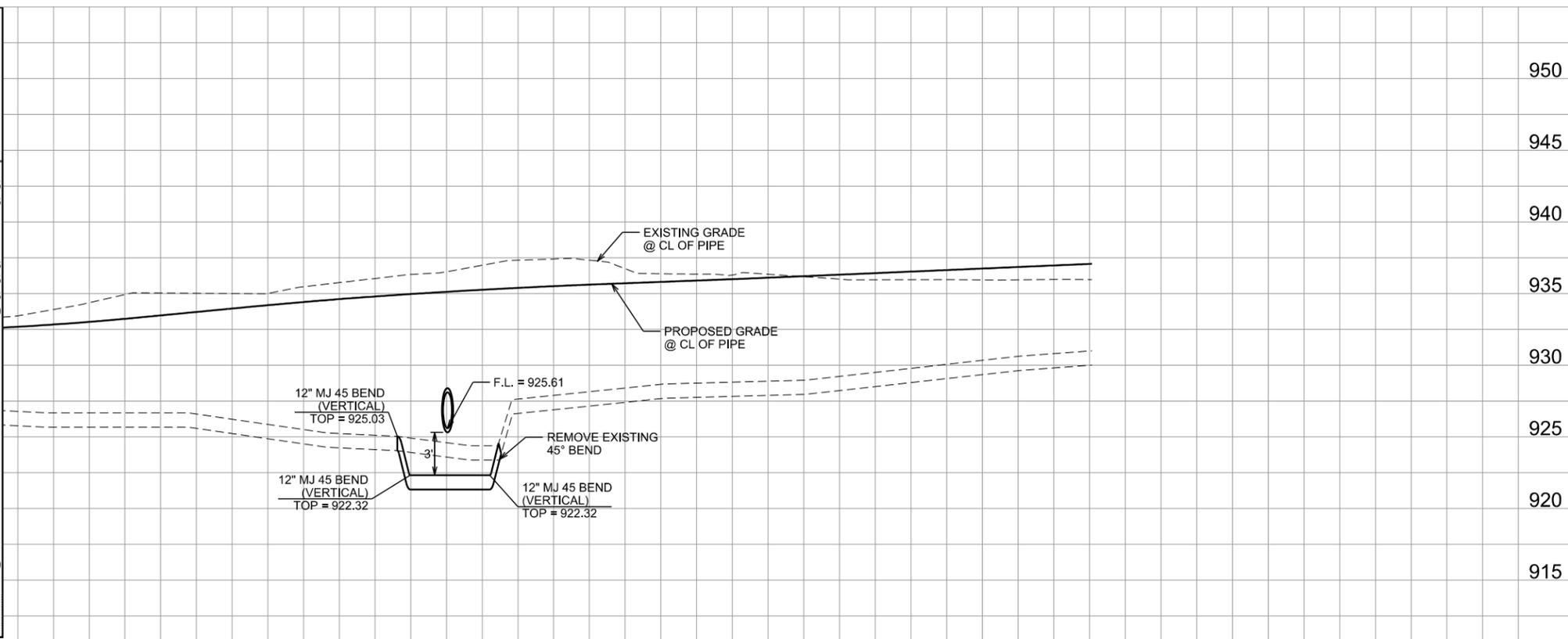
Horizontal Alignment Review Report

Project: Cyber Lane Extension
Description: Water Main
Last Revised: 5/24/2021 15:53

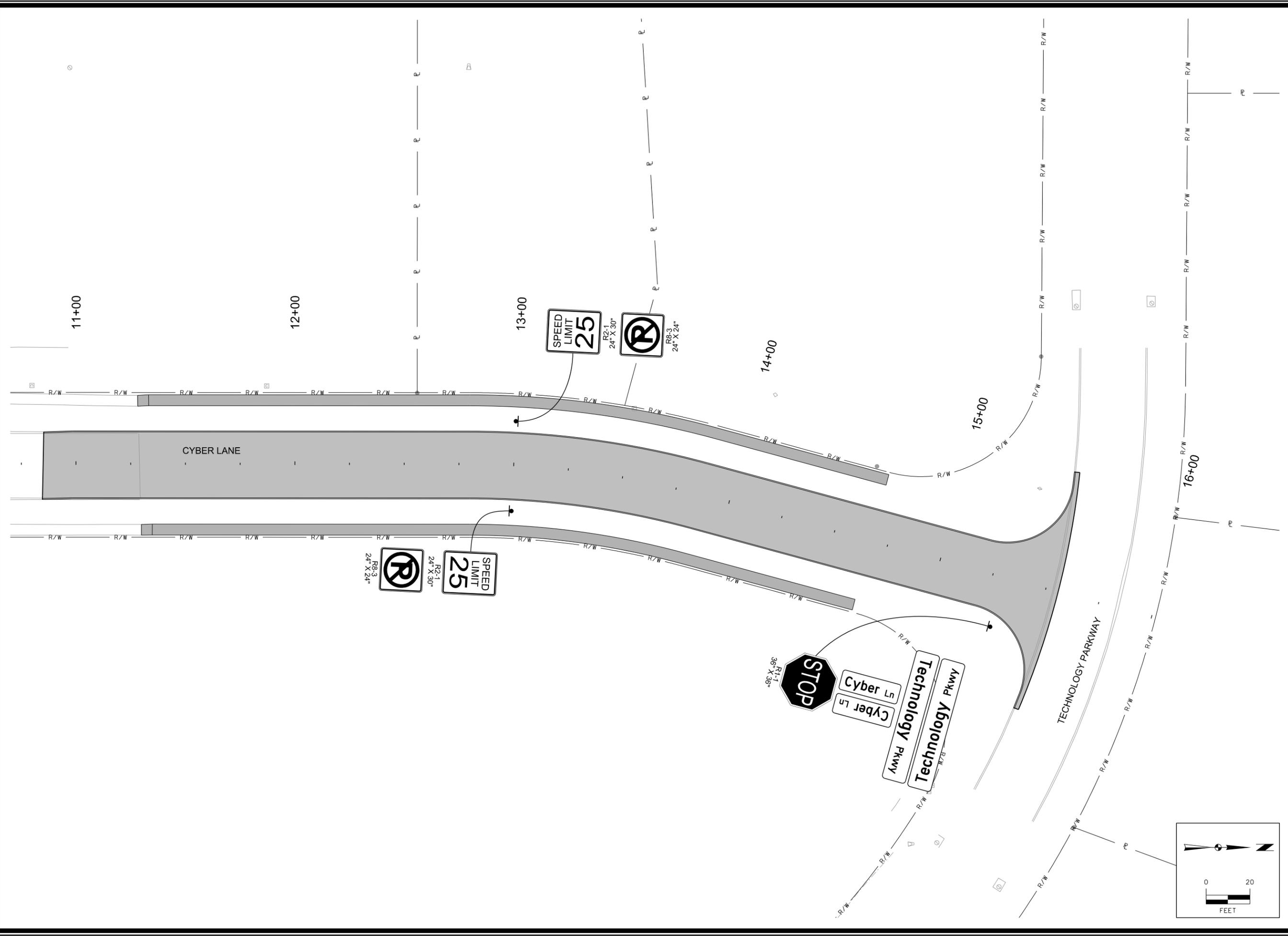
Alignment Name: WaterMain

Station	Northing	Easting
50+00.00 R1	8835424.32	15442341.95
51+30.66 R1	8835554.98	15442342.23
51+30.66 R1	8835554.98	15442342.23
51+87.00 R1	8835611.32	15442342.25
51+87.00 R1	8835554.78	15442766.23
52+42.69 R1	8835665.7	15442356.99
52+42.69 R1	8835665.7	15442356.99
53+40.63 R1	8835760.66	15442381

Element: Linear
 POB ()
 PC ()
 Tangential Direction: N 0°07'16.23" E
 Tangential Length: 130.66
Element: Circular
 PC ()
 PI ()
 CC ()
 PT ()
 Radius: 424
 Delta: 15°08'16.91" Right
 Degree of Curvature (Arc): 13°30'47.36"
 Length: 112.02
 Tangent: 56.34
 Chord: 111.7
 Middle Ordinate: 3.69
 External: 3.73
 Tangent Direction: N 0°01'38.34" E
 Radial Direction: S 89°58'21.66" E
 Chord Direction: N 7°35'46.79" E
 Radial Direction: S 74°50'04.75" E
 Tangent Direction: N 15°09'55.25" E
Element: Linear
 PT ()
 POE ()
 Tangential Direction: N 14°11'15.76" E
 Tangential Length: 97.95



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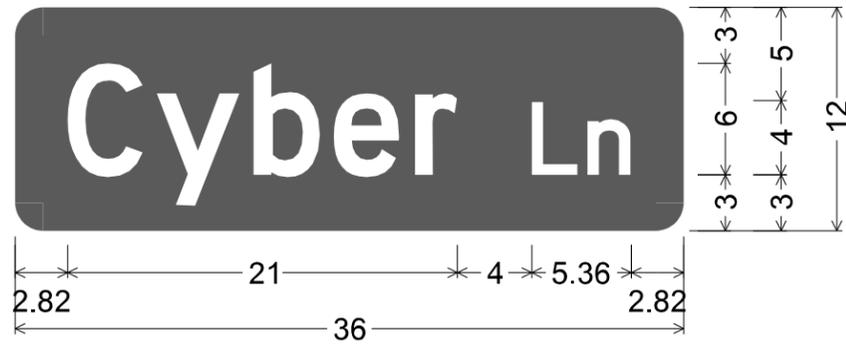


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Engineer: TDW	Checked By: PDS	06/02/2021	
Technician: JPS	Date:	06/02/2021	
Project No: 121.1151.08			Sheet

CYBER LANE EXTENSION
PERMANENT SIGNAGE
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 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 121.1151.08
 Sheet **544**



1.50" Radius, No border, None on Green;
 "Cyber Ln" White, D 2K;
 Table of widths and spaces

2.82	C	4.08	0.72	y	4.50	0.72	b	3.60	0.72	e	4.50	0.72	r	2.28
4.00	L	2.48	0.52	n	2.36	2.82								



1.50" Radius, No border, None on Green;
 "Technology Pkwy" White, D 2K;
 Table of widths and spaces

3.39	T	3.72	0.54	e	3.54	0.60	c	3.54	0.78	h	3.54	1.14	n	3.54	0.90	o	3.66	0.96	l	0.96	0.96	o	3.66	0.72	g	3.60	0.72	y	4.50
4.00	P	2.72	0.52	k	2.56	0.16	w	4.52	0.16	y	3.00	3.39																	

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Technician: JPS	Project No: 121.1151.08		

CYBER LANE EXTENSION
PERMANENT SIGNAGE
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Project No: 12	545
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POLLUTION PREVENTION PLAN

IV. MAINTENANCE PROCEDURES

The Contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.

V. INSPECTION REQUIREMENTS

- A. Inspections shall be made jointly by the Contractor and the Contracting Authority's inspector at least once every seven calendar days. Storm water site inspections will include:
 1. Date of the inspection.
 2. Summary of the scope of the inspection.
 3. Name and qualifications of the personnel making the inspection.
 5. Review of erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.
 6. Major observations related to the implementation of the PPP.
 7. Identification of corrective actions required to maintain or modify erosion and sediment control measures.
- B. Include storm water site inspection reports in the amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found within 3 calendar days of the inspection and complete within 7 calendar days following the inspection. If it is determined that making the corrections less than 72 hours after the inspection is impracticable, it should be documented why it is impracticable and indicate an estimated date by which the corrections will be made.

VI. NON-STORM WATER DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of headwalls or blocks, Class A stone, erosion stone or other appropriate materials. This also includes uncontaminated groundwater from dewatering operations, which will be controlled as discussed in Section III of the PPP.

VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION

Silts, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.

VIII. DEFINITIONS

- A. Base PPP - Initial Pollution Prevention Plan.
- B. Amended PPP - Base PPP amended during construction. May include Plan Revisions or Contract Modifications for new items, storm water site inspection reports, fieldbook entries made by the inspector, amended PPP site map by the Contractor, ECIP, NOI, co-permittee certifications, and Subcontractor Request Forms. Items amending the PPP are stored electronically and are readily available upon request.
- C. Fieldbook Entries - This contains the inspector's daily diary and bid item postings.
- D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials. Also called Best Management Practices (BMPs).
- E. Signature Authority - Representative authorized to sign various storm water documents.

CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.


Signature

PATRICK D. SCHWICKERATH
Printed or Typed Name

Signature

Printed or Typed Name

CYBER LANE EXTENSION
POLLUTION PREVENTION PLAN

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
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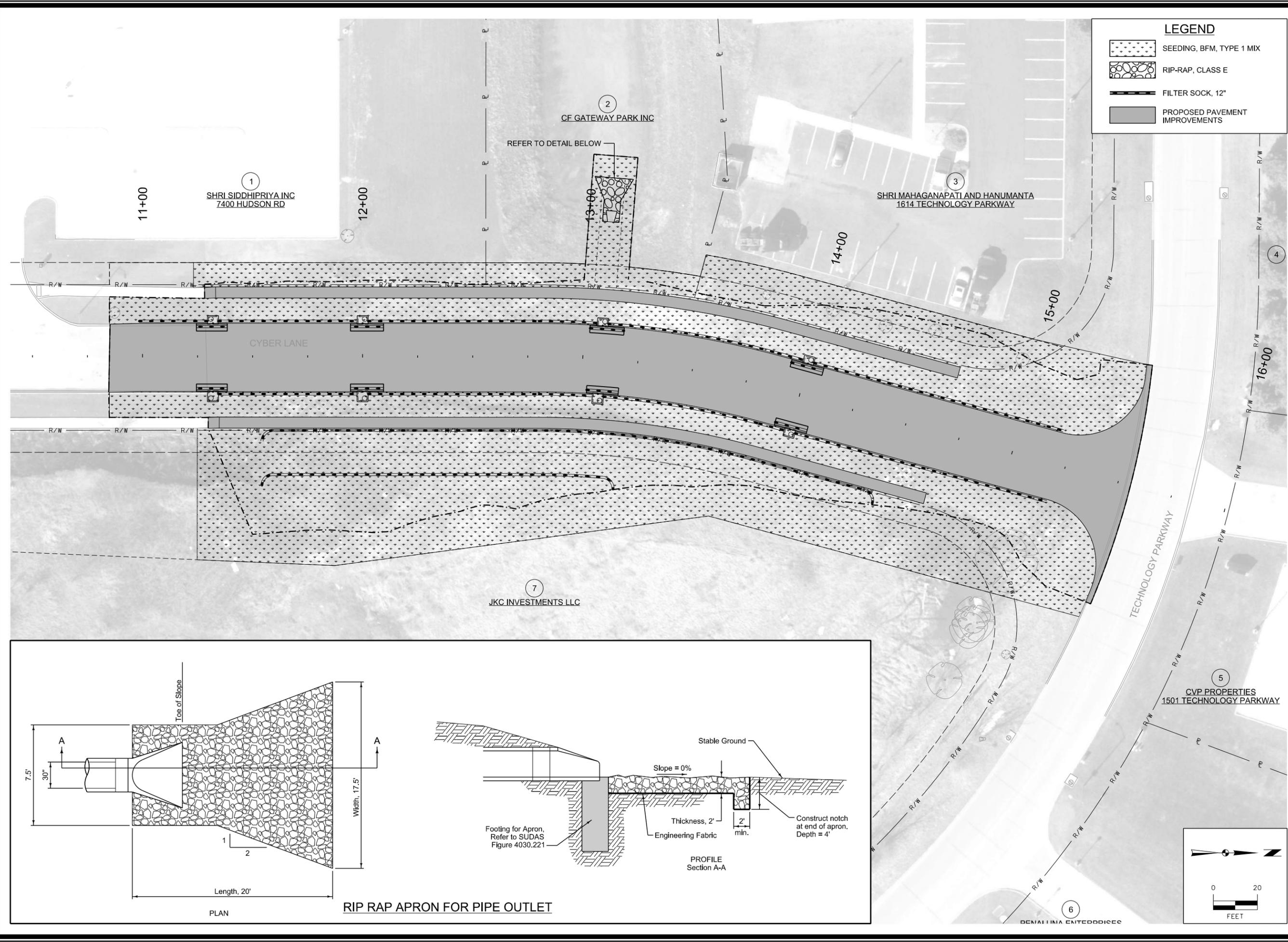


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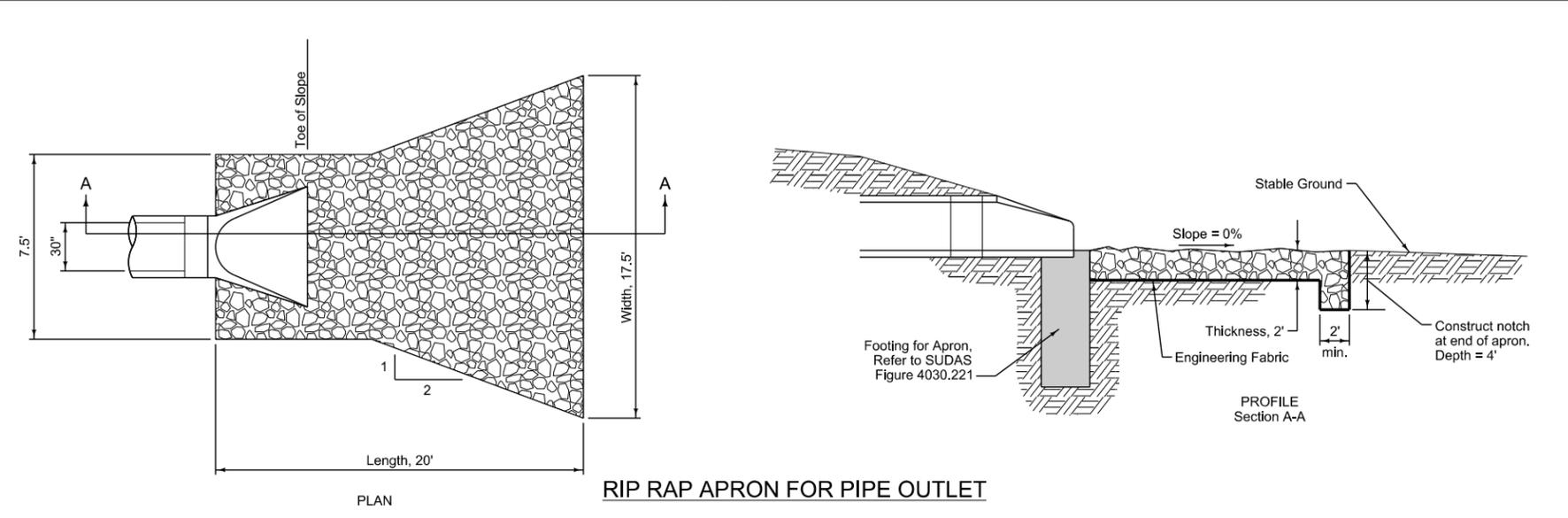
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LEGEND

- SEEDING, BFM, TYPE 1 MIX
- RIP-RAP, CLASS E
- FILTER SOCK, 12"
- PROPOSED PAVEMENT IMPROVEMENTS



Item 30.	Scale:	Field Bk:
REVISION	Checked By: PDS	Date: 06/02/2021
MARK	Engineer: TDW	Technician: JPS
Project No: 121.1151.08		Sheet

CYBER LANE EXTENSION
POLLUTION PREVENTION PLAN
SNYDER & ASSOCIATES, INC.

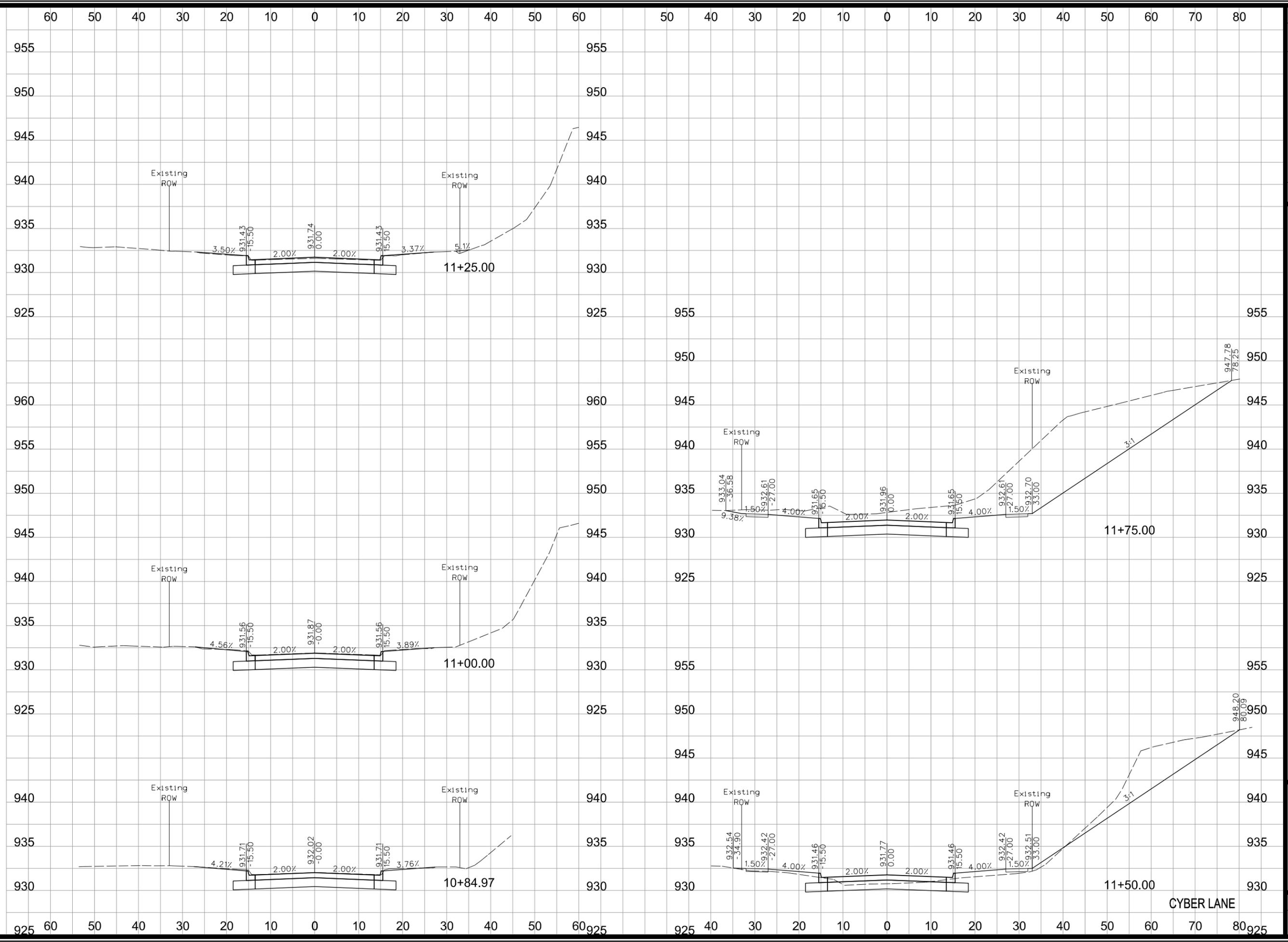
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 Sheet 548

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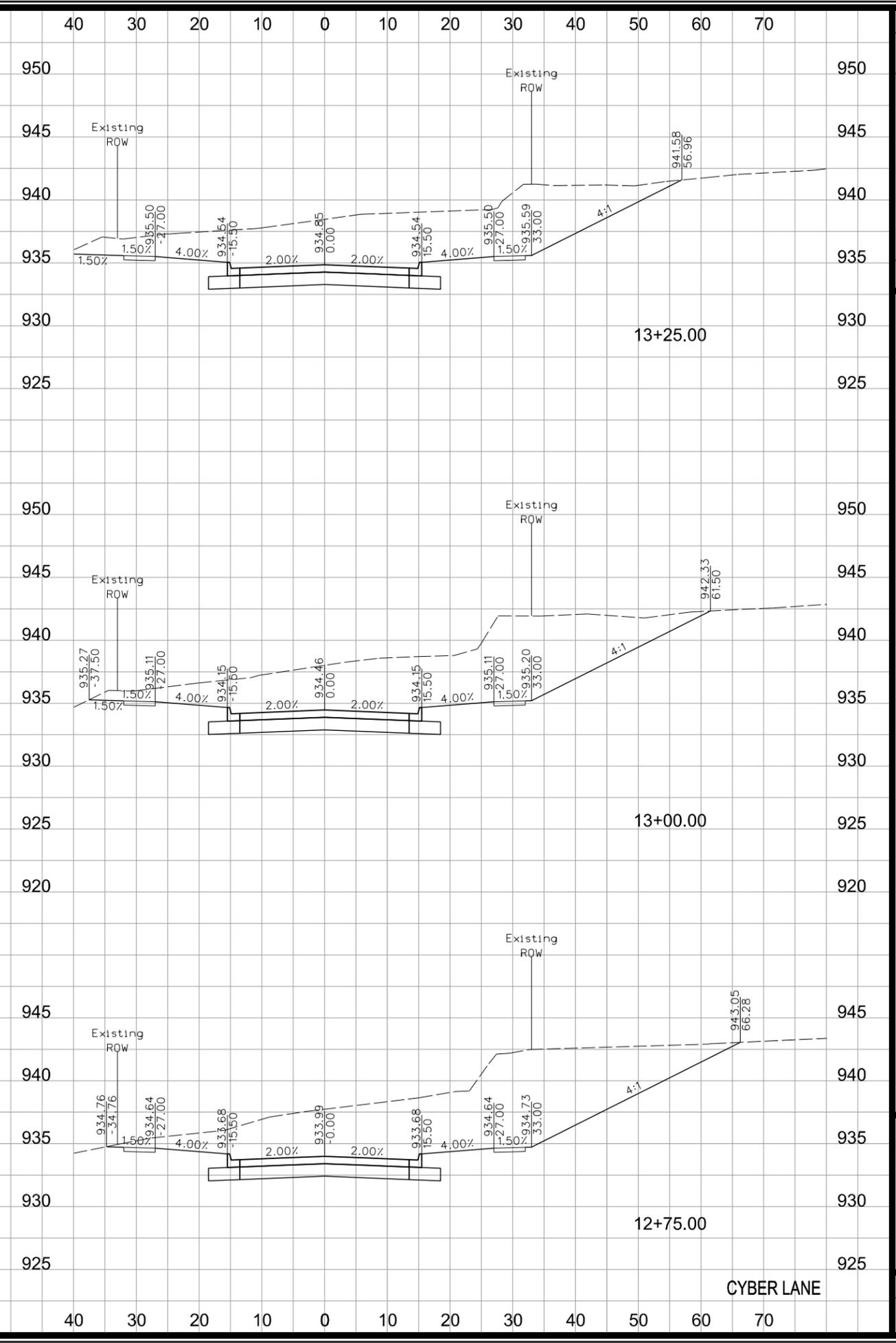
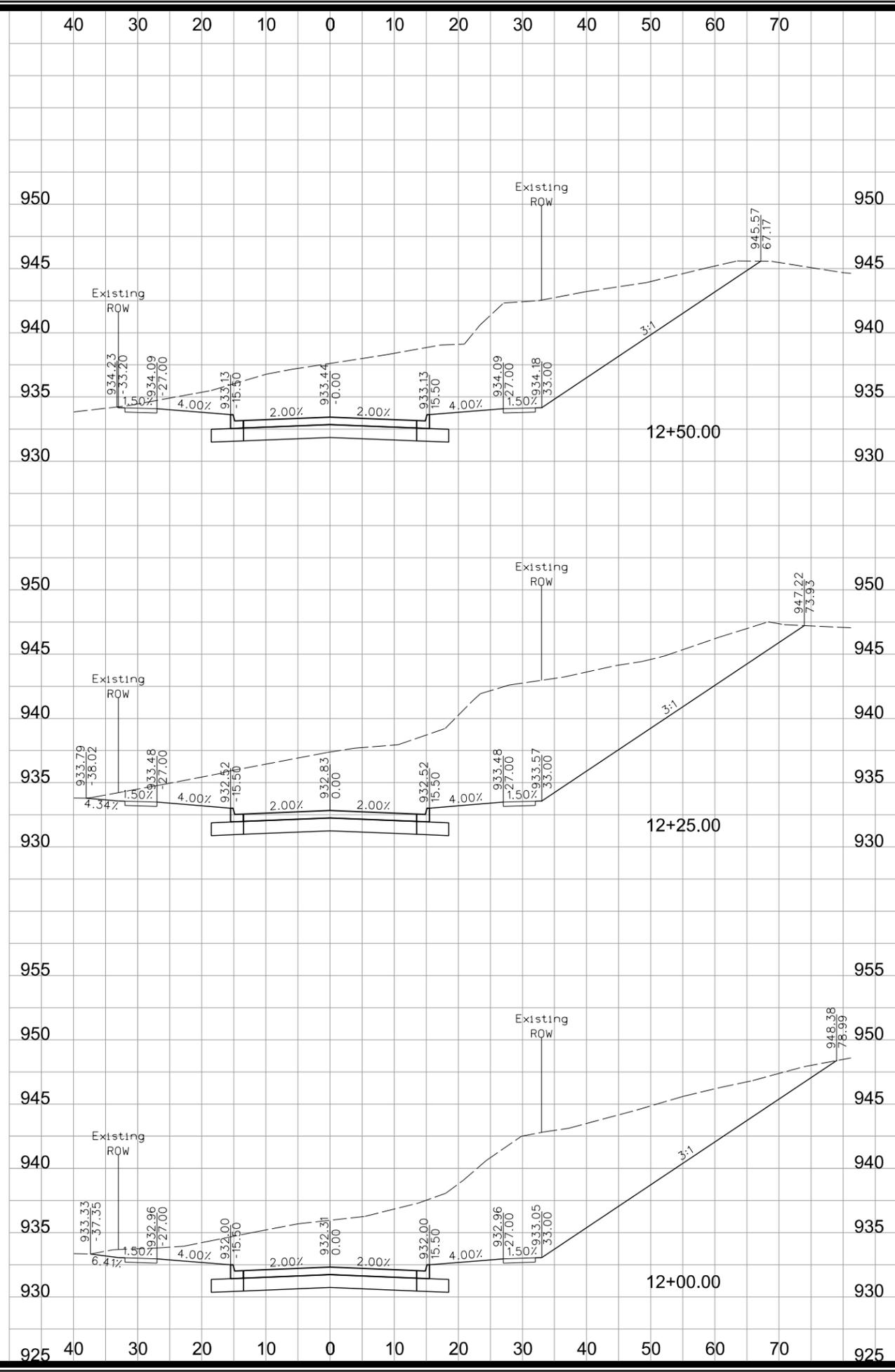


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Engineer: TDW	Checked By: PDS	Scale:
Technician: JPS	Date: 06/02/2021	Field Bk:
		Sheet
		Project No: 120-1151.08

CYBER LANE EXTENSION
CROSS SECTIONS
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

Project No: 120-1151.08
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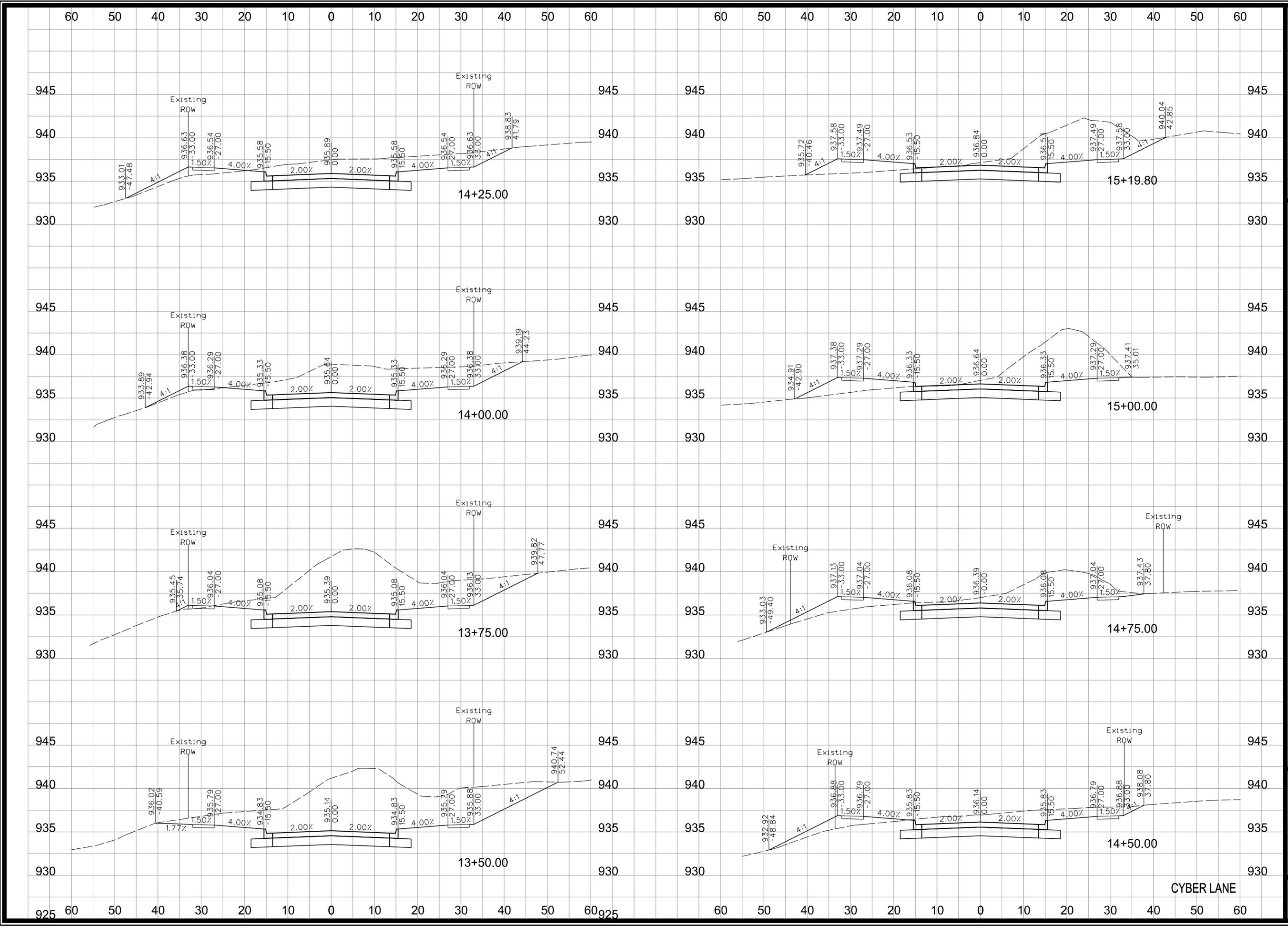


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Engineer: TDW	Checked By: PDS	Scale:
Technician: JPS	Date: 06/02/2021	Field Bk:
Project No: 120-1151.08		Sheet

CYBER LANE EXTENSION
CROSS SECTIONS
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 Sheet 550

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Engineer: TDW	Checked By: PDS		
Technician: JPS	Date: 06/02/2021		
Project No: 120-1151.08			Sheet

CYBER LANE EXTENSION
CROSS SECTIONS
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Project No: 120-1151.08
 Sheet 551

PROJECT SPECIFICATIONS FOR CYBER LANE EXTENSION

Project RC-268-3245 Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
 <p>The seal is circular with a wavy outer border. Inside the border, the text "LICENSED PROFESSIONAL ENGINEER" is written in a circle. In the center, the name "PATRICK D. SCHWICKERATH" is written in bold, with "P18652" below it. At the bottom, "IOWA" is written between two stars.</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p><i>Patrick D. Schwickerath</i> Date: <u>06/02/2021</u> Patrick D. Schwickerath, P.E. Iowa License No. P18652 My license renewal date is December 31, 2021</p> <p>Pages or sheets covered by this seal: <u>1-35.</u></p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2021 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls” Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program. Water main installation shall be per Municipal Water Utility of the City of Cedar Falls Water Main Materials and Installation of Water Mains and their Appurtenances Standards as approved and amended February 14, 2020.

Links to both documents can be found on the City’s website at:
www.cedarfalls.com/designstandards 31

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS 32-35

DIVISION 5 – Geotechnical Engineering Report

Cyber Lane Extension Separate Numbering

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE
CYBER LANE EXTENSION
CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Cost for the construction of the CYBER LANE EXTENSION in said City at 7:00 p.m. on the 6th day of July 2021, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacqueline Danielsen, MMC

City Clerk

NOTICE TO BIDDERS CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT CYBER LANE EXTENSION

Time and Place of Pre-bid Meeting: There will NOT be a pre-bid meeting.

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00 p.m. on the 13th day of July 2021.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00 p.m. on the 13th day of July 2021 at www.questcdn.com, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 19th day of July 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. Contractor shall reach substantial completion no later than November 5th, 2021 and shall fully complete the project no later than November 16th, 2021

Bid Security: Bidders shall provide a bid security in the amount defined in the Instructions to Bidders- Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at www.questcdn.com.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: The contract documents are available at www.cedarfalls.com/QuestCDN and www.questCDN.com. This contract is QuestCDN project number #7869521. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click the online bid button at the top of the bid advertisement page. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from Snyder & Associates, Inc. 5005 Bowling Street SW, Suite A

Cedar Rapids, IA 52404 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319.362.9394 and ask Sara Blong. No drop-ins will be allowed.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Patrick Schwickerath, P.E.
Snyder & Associates, Inc.
5005 Bowling St. SW, Suite A
Cedar Rapids, IA 52404
pschwickerath@snyder-associates.com

Any interpretation of the contract documents will be made in writing and only by addendum with online notification given to bidders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the contract documents as deemed advisable by the City of Cedar Falls or the Engineer of record.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project generally consists of the extension of Cyber Lane from the existing dead end, north to Technology Parkway. Project includes approximately 1700 SY of 7” thick PCC pavement, 500 LF of storm sewer, and 400 SY of 4” thick PCC sidewalk.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION I – Instructions to Bidders

The work comprising the CYBER LANE EXTENSION shall be constructed in accordance with the 2021 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

00 Pre-bid Meeting

There will NOT be a pre-bid meeting.

01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: CYBER LANE EXTENSION
Project No(s). RC-268-3245

Substantial completion shall mean that the stages are fully open to the general public with minor work (e.g. landscaping) to be completed without requiring closures.

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to

meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

The contract documents are available at www.cedarfalls.com/QuestCDN and www.questCDN.com. This contract is QuestCDN project number #7869521. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click the online bid button at the top of the bid advertisement page. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls”.

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

Proposals will only be accepted electronically on the Quest CDN website. Bidders will also be required to submit the following forms online with their bid: bid security, bidder status form and non-collusion Affidavit.

**FORM OF PROPOSAL
CYBER LANE EXTENSION
PROJECT NO. RC-268-3245
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the CYBER LANE EXTENSION in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Topsoil, On-site	CY	150		
2	Topsoil, Off-site	CY	450		
3	Excavation, Class 10	CY	362		
4	Excavation, Class 10, Unsuitable Materials	CY	68		
5	Excavation, Class 10, Waste	CY	4630		
6	Subgrade Preparation	SY	2024		
7	Subgrade Treatment, Geogrid, Type 3	SY	202		
8	Subbase, Modified, 12"	SY	2226		
9	Trench Foundation	TON	17		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
10	Replacement of Unsuitable Backfill Material	CY	45		
11	Storm Sewer, Trenched, RCP, 15"	LF	105		
12	Storm Sewer, Trenched, RCP, 30"	LF	86		
13	Storm Sewer, Trenched, HDPE, 15"	LF	88		
14	Storm Sewer, Trenched, HDPE, 30"	LF	210		
15	Removal of Storm Sewer, RCP, All Sizes and Materials	LF	35		
16	Pipe Apron, RCP, 30"	EA	1		
17	Footing for Concrete Pipe Apron, RCP, 30"	EA	1		
18	Pipe Apron Guard	EA	1		
19	Subdrain, 6", Corrugated PE, Type S	LF	627		
20	Subdrain Cleanout, Type A-2, 6"	EA	3		
21	Subdrain Outlets and Connections, CMP, 6"	EA	9		
22	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	29		
23	Fitting, DI, 12" MJ 45° Bend	EA	3		
24	Fire Hydrant Adjustment	EA	1		
25	Intake, SW-507	EA	5		
26	Intake, SW-508	EA	3		
27	Pavement, PCC, 7"	SY	1698		
28	Sidewalk, PCC, 4"	SY	376		
29	Pavement Removal	SY	183.4		
30	Temporary Traffic Control	LS	1.00		
31	Sign Panels	SF	41.36		
32	Sign Posts	LF	64		
33	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	AC	0.8		
34	SWPPP Management	LS	1.00		
35	Filter Sock, 12"	LF	1650		
36	Filter Socks, Removal	LF	1650		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
37	Rip Rap, Class E Revetment	TON	25		
38	Stabilized Construction Entrance	TON	50		
39	Erosion Control Mulching, Hydromulching, BFM	AC	1.3		
40	Inlet Protection Device, Surface-Applied	EA	8		
41	Inlet Protection Device, Maintenance	EA	8		
42	Mobilization	LS	1.00		
43	Concrete Washout	LS	1.00		

TOTAL BID: \$ _____

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item, shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of _____ in the form of _____, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request. The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
	_____		_____
	_____		_____
	_____		_____

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

By _____

Official Address

Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20____, for _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

By _____ (Title)

Witness

Surety (Seal)

Witness

By _____
Attorney-in-fact

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

You may attach additional sheet(s) if needed.

City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: CYBER LANE EXTENSION, Project No(s). RC-268-3245 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 21st day of June 2021 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No(s). RC-268-3245 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

CYBER LANE EXTENSION Project RC-268-3245

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No(s). RC-268-3245

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: CYBER LANE EXTENSION
Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2021, within ten (10) calendar days of _____, 2021 and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the CYBER LANE EXTENSION.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project. Contractor shall reach substantial completion no later than November 5th, 2021 and shall fully complete the project no later than November 16th, 2021. Liquidated damages in the amount of \$1,000 per calendar day will be assessed for work not completed within the designated contract term.

City of Cedar Falls, Iowa

(OWNER)

By _____
Title _____

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The low Bidder shall be determined on the basis of the Base Bid.

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with those of other Contractors/event staff working within the same area of the following projects and/or events:

- 1) Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- 2) Cedar Falls Utilities overhead to underground electric conversion.
- 3) UNI Fall Classes Resume – August 2021
- 4) Cedar Falls Public Schools Resume – August 2021
- 5) UNI Homecoming – September/October 2021

03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least **72** hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor will be charged for the cost of replacing them.

04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. Contractor shall reach substantial completion no later than November 5th, 2021 and shall fully complete the project no later than November 16th, 2021.

06 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the calendar days, one-eighth of the work shall be completed; at the expiration of one-half of the calendar days, three-eighths of the work shall be completed; at the expiration of three-fourths of the calendar days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar days.

07 Weekly Record of Calendar Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 6:00 a.m. and shall stop at sunset. Work on Sundays shall be allowed only after prior approval by the Engineer.

08 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

09 Progress Payments and Vouchers

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06- Contract time for liquidated damages for Intermediate calendar days.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full.

10 Pollution Prevention Plan

1. Site Description

This project generally consists of the extension of Cyber Lane from the existing dead end, north to Technology Parkway. Project includes approximately 1700 SY of 7" thick PCC pavement, 500 LF of storm sewer, and 400 SY of 4" thick PCC sidewalk.

Access to the site shall be from adjacent City right-of-way.

2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. In addition, sediment filters shall be installed on intake wells in sump locations and at the low point of the construction stage. Sediment filters shall also be placed on finished intake openings until the areas between the back of curb and the existing undisturbed grass are sodded or have established growth from seeding.

Stabilizing of all disturbed areas shall be by sodding or seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to subcontractors.

All contractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by work operations or encountered in their work. All waste building materials and supplies must be removed from the site. If construction equipment maintenance or repair is

performed on the site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

Each and every Contractor shall be responsible to the Owner to:

1. Execute Contractor's part of the Pollution Prevention Plan as described.
2. Conduct all activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Storm Water Management

Storm water shall be routed by means of concrete curb intakes and storm sewer. Concrete and plastic pipes shall be used to channel water from curb intakes to the existing main storm sewer pipes. The storm sewer pipes will range in size up to 30-inch diameter. Longitudinal sub-drains shall be included behind the curb line on the west side of the roadway and HDPE pipe with drainable backfill will be provided on the east side of the roadway. The sub-drains shall tie into the curb intakes. New section of the storm water collection system was designed for the 10-year storm water event in accordance with local design standards. Temporary sediment basins were not incorporated because of the limited area exposed in each stage of street construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not change as a result of the street construction project, but storm water runoff shall be managed during construction to minimize erosion.

4. Pollution Prevention Plan Reporting and Updates

The Owner or a representative is to insure compliance with the Pollution Prevention Plan will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Pollution Prevention Plan will be revised and modifications made to the control facilities as needed.

Intermittent reports based on site observation will be made and will become part of the pollution prevention plan. A final report and Notice of Discontinuation will be filed 30 days after final stabilization of the project has occurred.

5. Certification Statement

N.P.D.E.S. CERTIFICATION **PROJECT NO(S). RC-268-3245**

Contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for “Storm Water Discharge Associated with Industrial Activity for Construction Activities” at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

11 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the CYBER LANE EXTENSION project in accordance with the 2021 Edition of the SUDAS and as further modified by the “City of Cedar Falls” Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program and the special provisions included in the contract documents.

12 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 Edition of the SUDAS as amended by the “City of Cedar Falls” Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program and the special provisions included in the contract documents.

DIVISION 3

STANDARD SPECIFICATIONS

The City of Cedar Falls has adopted the 2021 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls" Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program. Water main installation shall be per Municipal Water Utility of the City of Cedar Falls Water Main Materials and Installation of Water Mains and their Appurtenances Standards as approved and amended February 14, 2020.

Links to both documents can be found on the City's website at:

www.cedarfalls.com/designstandards

DIVISION 4

SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the CYBER LANE EXTENSION in accordance with the 2021 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to SUDAS, except as amended or supplemented as follows:

ADD SECTION 8940 TRAFFIC SIGNS AND POSTS

PART 1 – GENERAL

Comply with Division 1 of SUDAS - General Provisions and Covenants

1.01 SECTION INCLUDES:

- A. Traffic Signs
- B. Traffic Sign Posts
- C. Removal of Signs and Posts

1.02 DESCRIPTION OF WORK

Includes requirements for traffic sign panels and posts for installation.

1.03 SUBMITTALS

Comply with Division 1 – General Provisions and Covenants.

1.04 SUBSTITUTIONS

Comply with Division 1- General Provisions and Covenants.

1.05 DELIVERY, STORAGE AND HANDLING

Comply with Division 1- General Provisions and Covenants.

1.06 SCHEDULING AND CONFLICTS

Comply with Division 1- General Provisions and Covenants.

Notify the Engineer at least 72 hours in advance of all removals.

1.07 SPECIAL REQUIREMENTS

None.

1.08 MEASUREMENT AND PAYMENT

A. Sign Panels

1. **Measurement:** Per square foot of sign area.
2. **Payment:** Per unit price per square foot of sign area as installed.

B. Sign Posts

1. **Measurement:** Per linear foot.
2. **Payment:** At unit price per linear foot.
3. **Includes:** All post sections, anchor, and associated hardware for installation of posts and Erection of signs.

C. Removal of Sign

1. **Measurement:** Each sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each sign and post assembly.
3. **Includes:** Unit price includes, but is not limited to, removal, disposal, and backfilling as necessary.

D. Removal and Reinstallation of Sign

1. **Measurement:** Each reinstalled sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each reinstalled sign and post assembly.
3. **Includes:** Unit price includes, but is not limited to removal, protection, and reinstallation. New posts, if necessary due to damage or if specified are incidental.

E. Removal and Salvage of Sign

1. **Measurement:** Each sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each sign and post assembly removed.
3. **Includes:** Unit price includes, but is not limited to, removal, protection, salvage as designated in the contract documents, and backfilling as necessary.

PART 2 – PRODUCTS

2.03 Sign Panels

- A. Fabricate signs from sheet aluminum in accordance with Section 4186.02 A. of the Iowa Department of Transportation Standard Specifications.
- B. Retroreflective Sheeting in accordance with Section 4186.03 of the Iowa Department of Transportation Standard Specifications.
- C. Sign fabrication in accordance with Section 4186.06 of the Iowa Department of Transportation Standard Specifications.
- D. Fastening accessories in accordance with Section 4186.09 A. of the Iowa Department of Transportation Standard Specifications.

2.04 Sign Posts

- A. Perforated Square Steel Tube, 2 inches square with 14- gauge wall, 11 feet in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

2.05 Anchor Post

- A. Perforated Square Steel Tube, 2 ¼ inch square, 12- gauge wall, 48 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

2.06 Sign Post Extension

- A. Perforated Square Steel Tube, 1 ¾ inch square, 14- gauge wall, 30 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

2.07 Omni-Directional Soil Stabilizing Anchor Sleeve

- A. Perforated Square Steel Tube, 2 ½ inch square, 12- gauge wall, 18 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.

- G. Made in USA.
- H. Weld 4, 4 "x 12", 10- gauge triangular wing plates to each corner of the tube at 45 degree angles at 2 1/2inches from top of tube.

2.08 Medium Corner Bolt

- A. 5/16 inch diameter, 2 bend truss head, 18 grade.
- B. Steel in conformance with ASTM A307.
- C. Zinc plated in conformance with ASTM B633.
- D. Made in USA.

PART 3 – EXECUTION

3.01 Sign Panels

- A. Erect in accordance with Section 2524.03.B.1. of Iowa Department of Transportation Standard Specifications.

3.02 Sign Posts

- A. Install posts and anchors in accordance with Section 2524.03.B.3 of Iowa Department of Transportation Standard Specifications.

3.03 Sign Post Extension

- A. For use to mount street name signs above stop signs.

3.04 Omni-Directional Soil Stabilizing Anchor Sleeve

- A. For use in stabilizing sign assemblies which include multiple signs.
- B. Sleeves shall slide over the anchor stubs and line up with the top of the anchor stub.

END OF SECTION

Geotechnical Engineering Report
Cyber Lane Extension
Cyber Lane
Cedar Falls, Iowa
Terracon Project No. 13205162
March 19, 2021

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed extension of Cyber Lane in Cedar Falls, Iowa. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Pavement design and construction

The geotechnical engineering Scope of Services for this project included performing three (3) test borings to depths of about 15.5 to 25.5 feet below existing site grades. Maps showing the site and boring locations are shown in the attached **Site Location** and **Exploration Plans**. The results of the laboratory testing performed on samples obtained from the site during the field exploration are included on the boring logs in the attached **Exploration Results**.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Site Location	The project is located north of the existing Cyber Lane in Cedar Falls, Iowa. See Site Location
Existing Improvements	The site has been graded and underground utilities are present in the area of the planned road extension.
Current Ground Cover	Grass and various vegetation
Existing Topography	Based on the 'Mainline Plan and Profile' provided by Shive-Hattery, site elevations in the area of the road extension range from about 943 feet in the central portion of the roadway extension to about 937 feet near the northern end of the extension.

PROJECT DESCRIPTION

Item	Description
Project Description	Cyber Lane is planned to be extended about 450 feet north to Technology Parkway. New storm sewer and PCC pavement will be constructed.
Maximum Site Grading	<ul style="list-style-type: none"> ■ Cut: 11 feet ■ Fill: 0 feet
Pavements	We understand that an 8-inch or 9-inch PCC section, with a 12-inch or 6-inch thick layers of modified subbase, respectively, are being considered for the project.

GEOTECHNICAL CHARACTERIZATION

Subsurface Profile

Conditions encountered at each boring location are indicated on the individual boring logs attached to this report (refer to the **Exploration Results**). Stratification boundaries on the boring logs represent the approximate location of changes in material types; in situ, the transition between materials may be gradual or abrupt horizontally and vertically. The depths in following table are approximate and are in reference to the grades existing at the time of our exploration.

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description	Consistency / Relative Density
Surface	0.5 (Boring 3)	Fill – Sandy lean clay, trace gravel	N/A
	0.2 (Borings 1 and 2)	Topsoil	
1	2 (Boring 2 and 3)	Sandy Silt, trace gravel	Medium Stiff to Stiff
2	4 to 5.5	Sandy Lean Clay, with sand layers, trace gravel	Medium Stiff to Stiff
3	8.5 (Boring 3)	Clayey Sand, trace gravel	Dense
4	15.5 to 25.5 (Bottom of Borings)	Sandy lean clay, with occasional sand seams and layers	Very Stiff to Hard

Groundwater Conditions

The boreholes were observed during and after drilling and sampling for the presence and level of groundwater. Water levels observed in the boreholes can be found on the boring logs in **Exploration Results**. Groundwater was encountered within sand seams and layers in Borings 2 and 3 about 4.5 to 9.5 feet below existing grades. Groundwater was not observed in Boring 1 while drilling, or for the short duration the borings remained open. Due to the relatively low 'permeability' of the materials encountered in the borings, a relatively long period is necessary for a groundwater level to develop and stabilize in a borehole. Long-term observations in piezometers or groundwater observation wells sealed from the influence of surface water would be required to provide a better evaluation of groundwater levels in materials of this type.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. Perched (trapped) water can also develop within more 'permeable' materials within and/or above lower 'permeability' materials. Therefore, groundwater levels during construction or at other times during the life of the pavement may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

GEOTECHNICAL OVERVIEW

Based on the results of our exploration and the 'Mainline Plan and Profile' provided, we anticipate that the pavement subgrade exposed upon completion of cuts will consist of relatively low plasticity, stiff to hard, sandy lean clay soils, and clayey sand. In our opinion, these soil types are suitable for support of pavements. In Borings 2 and 3, groundwater was encountered in sand seams and layers about 5 feet below existing grades. Removal of groundwater from utility excavations and pre-draining and/or drying of pavement subgrade areas should be expected in some areas for this project. If extensive zones or layers of sand are encountered during construction, the use of sump pit and pump systems and/or trenches could be required to facilitate construction.

It is our understanding that existing underground utilities are present on-site. In the event that low density, existing trench backfill is encountered, consideration should be given to removing at least a portion of the existing trench backfill and replacing it with properly compacted, earthen fill in order to provide a relatively uniform subgrade support condition. It is important to note that pavements constructed over uncontrolled, existing fill (i.e., low density fill or an unsuitable fill material type) can contribute to excessive pavement settlement and premature deterioration, and subsequently require maintenance and/or repairs. Even with the recommended construction testing and observation, there is an inherent risk that compressible fill or unsuitable material within or buried by the fill will not be discovered. This risk of unforeseen conditions cannot be eliminated

without completely removing the existing fill, but can be reduced by performing additional construction testing and evaluation.

EARTHWORK

Design and construction of the sanitary sewer and pavement and preparatory earthwork is expected to be performed in accordance with the current version of Statewide Urban Design and Specifications (SUDAS) manual.

Stripping

Site preparation should commence with the stripping of vegetation, root systems, organic soil, and any unsuitable materials (e.g., debris, desiccated soil, frozen soil, etc.) from the site surface. Based on the conditions encountered in the borings, 0.2 feet of topsoil is anticipated at the site surface. It is important to note that different thicknesses of topsoil could be encountered between and beyond the boring locations. The actual depths of removal of unsuitable materials should be evaluated by Terracon personnel during construction. Organic materials should be disposed of off-site or stockpiled for use in landscaped areas. Care should be taken so the underlying soils are not excessively disturbed during construction.

Pavement Subgrade Evaluation

Following stripping of partly organic soils, completing cuts to design subgrade elevations, and prior to the placement of fill, subgrades should be evaluated by Terracon personnel. Subgrade evaluations prior to fill and pavement placements should include the following, where applicable:

- Observations and Visual Classifications of the subgrade materials
- Probing and Sampling for laboratory testing including:
 - water content
 - organic content
 - plastic and liquid limits
 - moisture-density relationship
- In-place water content and density testing
- Cone penetration testing
- Observing proofrolls

Prior to the placement of fill in pavement areas, the subgrade should be proofrolled (under the observation of Terracon personnel) to locate any zones that are soft, unstable, or disturbed. Proofrolling should be performed with a loaded tandem-axle dump truck, or other heavy, rubber-tired construction equipment weighing at least 25 tons where cohesive soil or crushed stone is present, or a smooth drum roller weighing at least 10 tons where sand or silt is present. Proofrolling should not be performed on obviously soft or very loose subgrades. Where excessive

rutting or pumping occurs during proofrolling, subgrade improvement will be necessary. Subgrade conditions and corrective measures should be observed and evaluated by Terracon during construction.

Site Preparation

During the course of utility construction and as the time for pavement construction approaches, if unsuitable areas are observed, subgrade improvement will then be necessary to establish a suitable, relatively uniform subgrade support condition. Terracon should be retained to discuss subgrade 'stabilization' options. Potential methods of subgrade improvement are described below. The appropriate method of improvement, if required, would be dependent on factors such as schedule, weather, the size of area to be 'stabilized', and the nature of the instability. More detailed recommendations can be provided during construction as the need for subgrade stabilization occurs.

- **Scarification, Moisture Conditioning, and Compaction** – Soils can be scarified, moisture condition (i.e., dried or wetted), and compacted. The success of this procedure depends primarily on favorable weather and sufficient time to manipulate the soils. Even with adequate time and favorable weather, stable subgrades may not be achieved if the thickness of the unstable material is greater than about 1 to 1½ feet.
- **Undercut and Replacement with Crushed Stone/Aggregate** – The use of crushed stone, crushed concrete, and/or gravel could be considered to improve subgrade stability. To limit depths of undercuts, the use of a geogrid could be considered after underground work, such as utility construction, is completed. Equipment should not be operated above geosynthetics until one full lift of crushed stone/aggregate is placed above it. The maximum particle size of material placed over geosynthetics generally should not exceed 1½ inches. Gradation requirements for backfill materials provided by the geosynthetic product manufacturer should be verified prior to material purchase and delivery to the site.

We recommend the water content and density of the upper 8 inches of the subgrade be evaluated and the subgrade be proofrolled within two days of paving operations. Areas that appear severely desiccated, following the completion of cuts or prior to the granular base placement, should be scarified, moisture conditioned, and compacted, or undercutting and replacement with suitable material performed. Areas not in compliance with the required ranges of water content or density should be moisture conditioned and recompacted. Particular attention should be paid to high traffic areas that were rutted and disturbed and to areas where backfilled trenches are located. If a significant precipitation event occurs after an evaluation of the working grade, or if the surface becomes disturbed, the (sub)grade should be reviewed by qualified personnel immediately prior to paving. The subgrade and the granular base should be in its finished form at the time of its final review.

Fill Material Types

Fill placed below pavements and pavement subgrades, and utility trench backfill, should meet the requirements of SUDAS Standard Specifications, Division 2 – Earthwork, Division 3 – Trench and Trenchless Construction, and general practice requirements.

Fill Type ¹	USCS Classification	Acceptable Placement Areas
Imported, Low plasticity Soil ²	CL, CL/SC	<ul style="list-style-type: none"> ■ Below the granular base for pavements ■ Trench backfill > 1 foot above the top of piping
Coarse-grained/ Granular Material ^{3, 4}	GP, GW, GP-GM, GW-GM	<ul style="list-style-type: none"> ■ Below pavements ■ Trench backfill > 1 foot above the top of piping
On-Site, Low plasticity, Soil ^{2, 4}	CL, SC	<ul style="list-style-type: none"> ■ Below the granular base for pavements ■ Trench backfill > 1 foot above the top of piping

1. Fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the Engineer for evaluation prior to delivery and/or use on-site.
2. By our definition, low plasticity, fine-grained soil/material would have a liquid limit (LL) of 45 or less and a plasticity index (PI) of 23 or less. The use of silt (ML) and silty clay (CL-ML) should be avoided for pavement subgrades and for trench backfill. SUDAS requires that suitable, cohesive soils have a plasticity index greater than 10. Refer to the project specifications for other material requirements.
3. Refer to the **Pavement Drainage** subsection for material gradation recommendations.
4. Based on the results of the borings, it appears that the on-site, non-organic on-site soils may be re-used for subgrade fill. On-site, sandy silt soils/materials were encountered Borings 1 and 2 near the site surface and should be considered unsuitable for reuse below pavements on this project, unless further testing results prove otherwise. Some scarification and drying of the on-site soils should be expected if re-used for fill or compacted in-place.

Fill Placement and Compaction Requirements

Fill below pavements should be placed and compacted in accordance with the following requirements.

Item	Description
Maximum Fill Lift Thickness	<ul style="list-style-type: none"> ■ 8 inches in loose thickness when heavy, self-propelled compaction equipment is used ■ 4 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used
Minimum Compaction Requirements ^{1, 2, 3}	<ul style="list-style-type: none"> ■ 98 percent < 1 foot below pavements ■ 95 percent > 1 foot below pavements
Water Content Range from Optimum ^{1, 4}	<ul style="list-style-type: none"> ■ Low plasticity fine-grained: -2 to +3 percent ■ Coarse-grained/Granular: -3 to +3 percent

1. As determined by the 'standard Proctor' test (ASTM D 698).
2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70 percent relative density (ASTM D 4253 and D 4254).
3. Differs from Section 2010.3.09 of SUDAS Standard Specifications, Division 2 – Earthwork.
4. The gradation of a granular material affects its stability and the water content required for proper compaction. Water contents should be maintained at levels satisfactory for compaction to be achieved without the granular fill material bulking during placement or pumping when proofrolled.

Utility Excavations

The predominate soil type encountered in the borings consisted of low plasticity fined-grained soil that contained sand seams and layers. Groundwater was observed in Borings 2 and 3 at depths of about 4.5 to 9.5 feet below existing grades, but was not observed in Boring 1 during and immediately after drilling/sampling. Groundwater levels in granular deposits must be controlled during construction, or 'quick' conditions could occur. If excavations encounter groundwater in granular soil during construction, dewatering with sump pit and pumps well points should be expected to effectively lower and maintain groundwater levels. Groundwater levels should be maintained at least 2 feet below working grades throughout installations and during backfilling of excavations.

All machinery, vehicles, and soil piles should be kept a significant lateral distance from the crest of excavation slopes to maintain safe working conditions. Machinery, vehicles, and soil piles located adjacent to excavations would influence the stability of slopes as outlined by the OSHA regulations, and a slope stability analysis would be required for these conditions. Any excavations

greater than 20 feet should be designed by a Civil Engineer licensed by the State of Iowa. Slopes should be protected against the elements and surface water should be diverted away from excavations. Trench excavation, pipe placement, and backfilling should be completed as rapidly as possible and the length of open trench should be held to a minimum. When groundwater is present, soil along the proposed alignment could be susceptible to failure, even with relatively flat slopes, and this should be considered during construction.

We recommend all excavations be sloped, shored, or braced to maintain stability. Excavations must be constructed in accordance with all local, state, and federal requirements including OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, as well as other applicable codes. The contractor is responsible for employing appropriate dewatering methods to control groundwater seepage and designing and constructing stable, temporary excavations as required to maintain stability of both the excavation sides and bottom.

Pipe Bedding

Care should be taken so that supporting soil at the base of the excavation is not disturbed during construction. Disturbed or unstable materials should be removed before placing granular bedding. If proper dewatering procedures are not performed, unstable conditions will result, and a greater thickness of bedding material may be required. Improper dewatering procedures could also lead to unsatisfactory amounts of settlement. The thickness of the required bedding material may vary across the project site and should be evaluated at the time of construction. The bedding material should satisfy the requirements of the pipe manufacturer.

Trench Backfill

All trench backfill material should consist of materials meeting the project requirements and should be compacted per the project specifications. Moisture conditioning of on-site soils (e.g., drying) prior to placement, particularly the upper 5 feet of on-site soils and wet granular soils, should be anticipated to achieve proper compaction. It is important to note that if backfill is not properly placed and compacted, a greater than normal amount of pavement settlement could occur and cause premature pavement deterioration.

PAVEMENTS

Pavement Subgrade Support

The following subgrade support values were estimated based on our experience with clay soils in the area. For this project, we considered a minimum subgrade CBR of 2.5 percent and a minimum modulus of subgrade reaction of 100 pci for pavement thickness evaluation.

Pavement Thickness Evaluation

We understand that 8 or 9-inch thick, plain PCC sections, with 12 or 6-inch thick layers of modified subbase, respectively, are being considered for the project. It is our understanding that the provision of pavement subdrains will be included for this project and the subdrains will be hydraulically connected to the granular pavement base. The pavement surface and subgrade will be crowned in the middle and sloped to its edges at 2 percent. We considered that the PCC pavement will appropriately jointed, have a minimum 28-day compressive strength of 4,000 psi, a minimum modulus of rupture of 580 psi, and be air-entrained.

Traffic loadings and the existing Cyber Lane section were not provided. In our opinion, both pavement sections should be sufficient for the extension of Cyber Lane. If Cyber Lane is initially subject to approximately twenty (20) legally-loaded semi-tractor and trailers per day over a period of about 30 years (on the order of 1 million ESALs), with 1 percent traffic growth, a plain, 8-inch PCC is sufficient. A plain, 9-inch thick PCC section would be appropriate for at least twice the amount of truck traffic over the same period.

In our opinion, a 6-inch thick granular base is adequate from a pavement design point of view. The provision of a thicker granular base provides increased durability and/or survivability of the grade during construction. The provision of a 12-inch thick granular section has historically been used in this vicinity due to the frost susceptibility of the fine-grained soils, and the sensitivity of fine-grained soils with varying fractions of sand to become disturbed from changes in moisture conditions and construction activities. The use of a thicker granular base section will increase the amount of cut required to reach the design subgrade elevations for this project.

Pavement Drainage

Adequate drainage should be provided on the site to reduce the impact of water on pavement subgrades. Excessive moisture can significantly reduce the support capability of subgrades and contribute to settlement and poor pavement performance. Subgrades should be properly sloped to promote subsurface drainage and reduce the potential for significant variations in subgrade water content.

A permeable granular base below pavements is preferred from a geotechnical point of view. Subsurface drainage generally prolongs the service life of pavements. Water can collect in granular bases over fine-grained subgrades, resulting in softening of the pavement subgrade and premature pavement deterioration. Groundwater levels should preferably be maintained at least 4 feet below pavements. Subdrains in conjunction with a permeable aggregate base should be provided in any lower pavement areas, such as those around catch basins, and along the pavement edges. Subdrains should be hydraulically connected to the permeable base to help maintain subgrade stability and decrease the amount of frost heave.

A permeable granular base should consist of at least 4 inches of granular material for PCC pavements. Granular material should meet IDOT Specifications Section No. 4121 (Gradation No. 12a or 12b) or Section No. 4123 (Gradation No. 14). Subdrains should preferably be extended below the frost depth, and should be backfilled with free-draining, granular material meeting filter criteria for fine-grained soil, or consist of free-draining material, such as IDOT Specification Section No. 4131, Gradation No. 29, encapsulated with suitable filter fabric. A perforated drain line should be placed near the base of the trench excavation and surrounded with at least 6 inches of drainage material. The drains should be hydraulically connected with the permeable base and sloped to provide positive gravity drainage to a reliable discharge point.

Consideration should also be given to the following recommendations in the design and layout of pavements.

- Subgrades and pavement surfaces should have a minimum 2 percent slope to promote proper subsurface and surface drainage
- Install subdrains in relatively low pavement areas
- Install joint sealant and seal cracks immediately
- 'Seal' landscaped areas in, and adjacent to, pavements with compacted, clay fill
- Place low 'permeability' backfill against the exterior side of curb and gutter

Pavement Maintenance

Periodic maintenance of pavements should be anticipated. Preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Preventive maintenance is usually a priority when implementing a pavement maintenance program. Additional engineering observation is recommended to determine the type and extent of a cost-effective program. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Geotechnical Engineering Report

Cyber Lane Extension ■ Cedar Falls, Iowa

March 19, 2021 ■ Terracon Project No. 13205162

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Borings	Boring Depth (feet)	Planned Location
3	15.5 to 25.5	Cyber Lane

Boring Layout and Elevations: The boring locations were chosen by Snyder & Associates. The borings were located in the field by Terracon personnel using a handheld GPS device using the latitudes and longitudes provided by Snyder & Associates. Our GPS equipment has a minimum horizontal accuracy of about 20. The surface elevations at the boring locations were also provided by Snyder & Associates. The locations on the boring logs should be considered accurate only to the degree implied by these methods.

Subsurface Exploration Procedures: We advanced the borings with an atv-mounted, rotary drill rig using continuous flight, solid-stem augers. Sampling was performed at intervals of 2.5 feet in the upper 15 feet of each boring and at intervals of 5 feet thereafter. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. For safety purposes, the boreholes were backfilled with auger cuttings and bentonite chips after their completion.

The sampling depths, penetration resistances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and transported to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to aid in our engineering evaluations for this project. Laboratory testing for this project included determination of water content of soil, dry density, and unconfined compressive strength tests. The hand penetrometer test provides a better estimate of the soil's consistency than visual classification alone. The laboratory testing program also included examination of samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in general accordance with the Unified Soil Classification System.

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan

Exploration Plan

SITE LOCATION

Cyber Lane Extension ■ Cedar Falls, Iowa
March 19, 2021 ■ Terracon Project No. 13205162

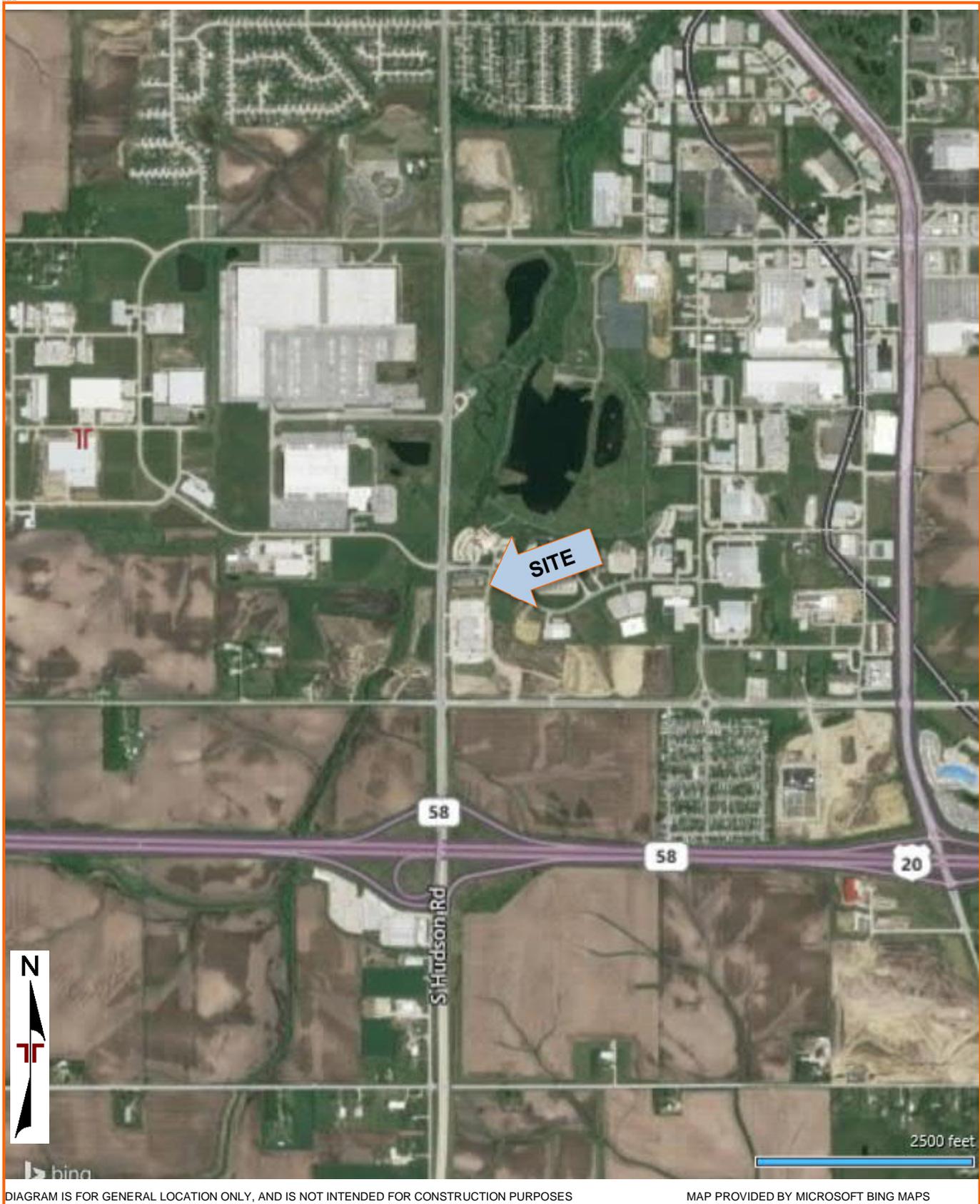


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXPLORATION PLAN

Cyber Lane Extension ■ Cedar Falls, Iowa
March 19, 2021 ■ Terracon Project No. 13205162



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

EXPLORATION RESULTS

Contents:

Boring Logs (Borings 1 through 3)

BORING LOG NO. 1

PROJECT: Cyber Lane Extension

CLIENT: Snyder & Associates, Inc.
Cedar Rapids, IA

SITE: Cyber Lane
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13205162 CYBER LANE EXTENS.GPJ TERRACON.DATATEMPLATE.GDT 3/19/21

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.4736° Longitude: -92.4634° Approximate Surface Elev.: 98.0 (Ft.) +/- DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
TOPSOIL		0.2										
SANDY LEAN CLAY (CL), trace gravel, gray and light brown, stiff		4.0		X	18	2-3-3 N=6	2500 (HP)				18.3	
SANDY LEAN CLAY (CL), trace gravel, gray and light brown, very stiff		8.0			10		6500 (HP)				13.9	121
SANDY LEAN CLAY (CL), trace gravel, dark brown gray, very stiff to hard		10.0		X	18	5-9-10 N=19 7500 (HP)					15.4	
SANDY LEAN CLAY (CL), trace gravel, dark brown gray, very stiff to hard		12.0		X	14	7-10-12 N=22 9000+ (HP)					13.0	
SANDY LEAN CLAY (CL), trace gravel, dark brown gray, very stiff to hard		14.0		X	18	9-11-12 N=23	9000+ (HP)				10.8	
SANDY LEAN CLAY (CL), trace gravel, dark brown gray, very stiff to hard		15.5		X	18	7-10-12 N=22 9000+ (HP)					9.7	
Boring Terminated at 15.5 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

None observed after drilling



Boring Started: 03-04-2021

Boring Completed: 03-04-2021

Drill Rig: 719

Driller: DL

Project No.: 13205162

BORING LOG NO. 2

Item 30.

PROJECT: Cyber Lane Extension

CLIENT: Snyder & Associates, Inc.
Cedar Rapids, IA

SITE: Cyber Lane
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13205162 CYBER LANE EXTENS.GPJ TERRACON.DATATEMPLATE.GDT 3/19/21

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.4730° Longitude: -92.4636° Approximate Surface Elev.: 99.5 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
0.2	TOPSOIL	0.2										
2.0	SANDY SILT (ML) , trace gravel, light brown, medium stiff to stiff	2.0		X	14	4-2-3 N=5	3000 (HP)			17.1 20.9		
4.5	SANDY LEAN CLAY (CL) , with sand layers, trace gravel, gray and light brown, stiff to medium stiff	4.5	▽	X	12	4-7-8 N=15	9000 (HP)			17.4 14.0		
7.5	SANDY LEAN CLAY (CL) , with sand layers, trace gravel, gray and light brown, very stiff to hard	7.5		X	14	6-17-15 N=32	9000+ (HP)			14.8 13.0		
10	SANDY LEAN CLAY (CL) , trace gravel, with occasional sand layers, dark brown gray, hard	10	▽		9	9000+ (HP)				10.5	123	
15		15		X	18	6-15-15 N=30 9000+ (HP)				11.5		
20		20		X	14	7-11-14 N=25 9000+ (HP)				9.9		
25		25		X	17	10-16-19 N=35 9000+ (HP)				9.8		
25.5	Boring Terminated at 25.5 Feet	25.5		X	16	9-15-21 N=36 9000+ (HP)				11.5		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

- ▽ 5' observed while sampling
- ▽ 9.5' observed after drilling

■ Cave-in at 18.5' after drilling



Boring Started: 03-04-2021

Boring Completed: 03-04-2021

Drill Rig: 719

Driller: DL

Project No.: 13205162

BORING LOG NO. 3

Item 30.

PROJECT: Cyber Lane Extension

CLIENT: Snyder & Associates, Inc.
Cedar Rapids, IA

SITE: Cyber Lane
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_13205162 CYBER LANE EXTENS.GPJ TERRACON DATATEMPLATE.GDT 3/19/21

GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.4727° Longitude: -92.4636° Approximate Surface Elev.: 98.5 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
0.5	FILL - SANDY LEAN CLAY , trace gravel, gray brown	98+/-										
2.0	SANDY SILT (ML) , trace gravel, light brown, medium stiff	96.5+/-										
5.5	SANDY LEAN CLAY (CL) , trace gravel, with sand layers, gray and light brown, medium stiff	93+/-	5	X	15	3-2-2 N=4	1000 (HP)				20.8 16.8	
8.5	CLAYEY SAND (SC) , trace gravel, fine to coarse grained, light brown, dense	90+/-	5	X	22			UC	1577	15	18.4 16.7	117
10				X	16	6-16-20 N=36					14.4	
15				X	16	6-10-11 N=21 9000+ (HP)					13.5	
17				X	17	7-10-14 N=24 9000+ (HP)					10.4	
18				X	18	8-13-15 N=28 9000+ (HP)					10.3	
20.5		78+/-		X	16	8-15-21 N=36					11.3	
Boring Terminated at 20.5 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

- 5.5' observed while drilling
- 4.5' observed after drilling

Cave-in at 5' after drilling



Boring Started: 03-04-2021

Boring Completed: 03-04-2021

Drill Rig: 719

Driller: DL

Project No.: 13205162

SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System

SAMPLING	WATER LEVEL	FIELD TESTS
 Shelby Tube  Split Spoon	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See [Exploration and Testing Procedures](#) in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS <small>(More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance</small>		CONSISTENCY OF FINE-GRAINED SOILS <small>(50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance</small>		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (psf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 500	0 - 1
Loose	4 - 9	Soft	500 to 1,000	2 - 4
Medium Dense	10 - 29	Medium Stiff	1,000 to 2,000	4 - 8
Dense	30 - 50	Stiff	2,000 to 4,000	8 - 15
Very Dense	> 50	Very Stiff	4,000 to 8,000	15 - 30
		Hard	> 8,000	> 30

RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification			
				Group Symbol	Group Name ^B		
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F		
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F		
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}		
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}		
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I		
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I		
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}		
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}		
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line	CL	Lean clay ^{K, L, M}		
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}		
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K, L, M, N}	
			Liquid limit - not dried			Organic silt ^{K, L, M, O}	
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}		
			PI plots below "A" line	MH	Elastic Silt ^{K, L, M}		
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K, L, M, P}	
			Liquid limit - not dried			Organic silt ^{K, L, M, Q}	
		Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

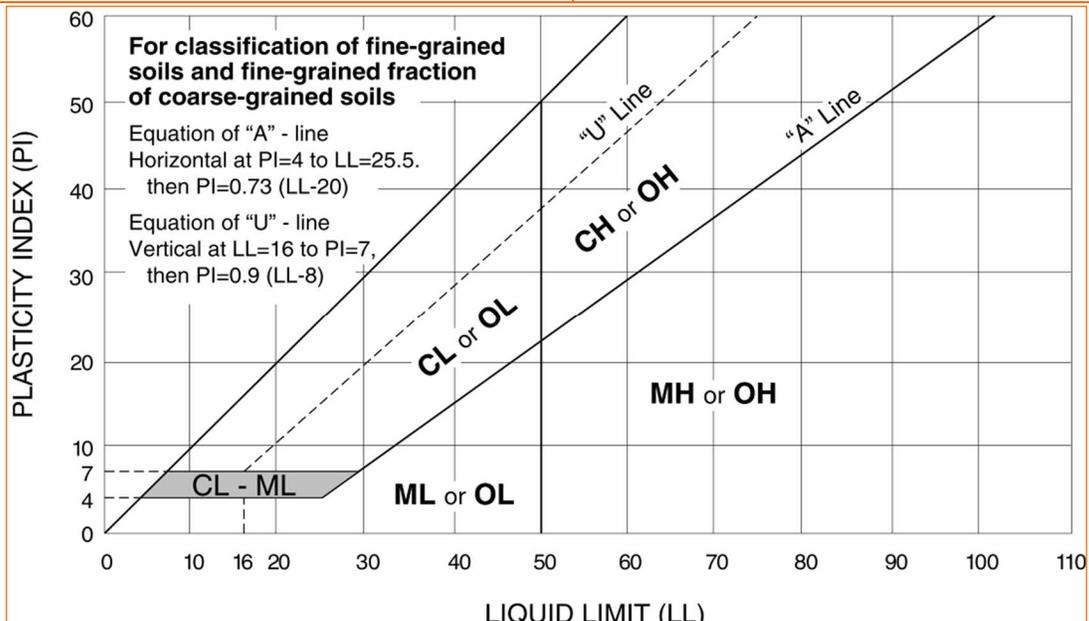
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



OPINION OF PROBABLE PROJECT COSTS



FINAL PLANS - 06/02/2021
 CYBER LANE EXTENSION
 FROM EXISTING DEAD END TO TECHNOLOGY PARKWAY
 CEDAR FALLS, IOWA
 120.1151.08

ITEM NO.	ITEM CODE	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	2010-D-1	Topsoil, On-site	150	CY	\$ 25.00	\$ 3,750.00
2	2010-D-3	Topsoil, Off-site	450	CY	\$ 25.00	\$ 11,250.00
3	2010-E	Excavation, Class 10	362	CY	\$ 12.00	\$ 4,344.00
4	2010-E	Excavation, Class 10, Unsuitable Materials	68	CY	\$ 15.00	\$ 1,020.00
5	2010-E	Excavation, Class 10, Waste	4630	CY	\$ 10.00	\$ 46,300.00
6	2010-G	Subgrade Preparation	2024	SY	\$ 1.50	\$ 3,036.00
7	2010-H	Subgrade Treatment, Geogrid, Type 3	202	SY	\$ 6.00	\$ 1,212.00
8	2010-I	Subbase, Modified, 12"	2226	SY	\$ 15.00	\$ 33,390.00
9	3010-C	Trench Foundation	17	TON	\$ 30.00	\$ 510.00
10	3010-D	Replacement of Unsuitable Backfill Material	45	CY	\$ 40.00	\$ 1,800.00
11	4020-A-1	Storm Sewer, Trenched, RCP, 15"	105	LF	\$ 65.00	\$ 6,825.00
12	4020-A-1	Storm Sewer, Trenched, RCP, 30"	86	LF	\$ 90.00	\$ 7,740.00
13	4020-A-1	Storm Sewer, Trenched, HDPE, 15"	88	LF	\$ 50.00	\$ 4,400.00
14	4020-A-1	Storm Sewer, Trenched, HDPE, 30"	210	LF	\$ 85.00	\$ 17,850.00
15	4020-D	Removal of Storm Sewer, RCP, All Sizes and Materials	35	LF	\$ 15.00	\$ 525.00
16	4030-B	Pipe Apron, RCP, 30"	1	EA	\$ 1,600.00	\$ 1,600.00
17	4030-C	Footing for Concrete Pipe Apron, RCP, 30"	1	EA	\$ 1,000.00	\$ 1,000.00
18	4030-D	Pipe Apron Guard	1	EA	\$ 500.00	\$ 500.00
19	4040-A	Subdrain, 6", Corrugated PE, Type S	627	LF	\$ 14.00	\$ 8,778.00
20	4040-C	Subdrain Cleanout, Type A-2, 6"	3	EA	\$ 300.00	\$ 900.00
21	4040-D	Subdrain Outlets and Connections, CMP, 6"	9	EA	\$ 300.00	\$ 2,700.00
22	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	29	LF	\$ 100.00	\$ 2,900.00
23	5010-C-1	Fitting, DI, 12" MJ 45° Bend	3	EA	\$ 1,000.00	\$ 3,000.00
24	5020-H	Fire Hydrant Adjustment	1	EA	\$ 2,000.00	\$ 2,000.00
25	6010-B	Intake, SW-507	5	EA	\$ 4,000.00	\$ 20,000.00
26	6010-B	Intake, SW-508	3	EA	\$ 4,750.00	\$ 14,250.00
27	7010-A	Pavement, PCC, 7"	1698	SY	\$ 45.00	\$ 76,410.00
28	7030-E	Sidewalk, PCC, 4"	376	SY	\$ 55.00	\$ 20,680.00
29	7040-H	Pavement Removal	183.4	SY	\$ 15.00	\$ 2,751.00
30	8030-A	Temporary Traffic Control	1.00	LS	\$ 4,000.00	\$ 4,000.00
31	8940-A	Sign Panels	41.36	SF	\$ 30.00	\$ 1,240.80
32	8940-B	Sign Posts	64	LF	\$ 30.00	\$ 1,920.00
33	9010-B	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	0.8	AC	\$ 3,750.00	\$ 3,000.00
34	9040-A-2	SWPPP Management	1.00	LS	\$ 2,000.00	\$ 2,000.00
35	9040-D-1	Filter Sock, 12"	1650	LF	\$ 3.50	\$ 5,775.00
36	9040-D-2	Filter Socks, Removal	1650	LF	\$ 1.00	\$ 1,650.00
37	9040-J	Rip Rap, Class E Revetment	25	TON	\$ 54.00	\$ 1,350.00
38	9040-O-2	Stabilized Construction Entrance	50	TON	\$ 25.00	\$ 1,250.00
39	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	1.3	AC	\$ 3,000.00	\$ 3,900.00
40	9040-T-1	Inlet Protection Device, Surface-Applied	8	EA	\$ 250.00	\$ 2,000.00
41	9040-T-2	Inlet Protection Device, Maintenance	8	EA	\$ 45.00	\$ 360.00
42	11,020-A	Mobilization	1.00	LS	\$ 16,000.00	\$ 16,000.00
43	11,050-A	Concrete Washout	1.00	LS	\$ 2,000.00	\$ 2,000.00
					Subtotal:	\$ 347,866.80
					TOTAL (ROUNDED):	\$ 348,000.00


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
www.cedarfalls.com

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Green & City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: June 15, 2021

SUBJECT: Request to Set Date of Public Hearing: Community Development Block Grant and HOME Consortium Annual Action Plan FY22 (FFY21)

The Community Development Department has developed FFY21 Annual Action Plan outlining the use of HUD's announcement that our CDBG entitlement grant is \$274,792 in federal fiscal year 2021. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan. The next step is to set a date of public hearing for the City Council to consider the Annual Action Plan.

Attached is the draft Annual Action Plan FY22 (Federal Fiscal Year 2021). The adopted 5-Year Consolidated Plan guides the proposed uses, but there is flexibility based on changing conditions which is the purpose for an annual action plan. The table below lists the 5-Year Consolidated Plan's estimate for activities and amounts. It shows the proposal for the Annual Action Plan next to it. We estimate \$190,375 in either carryover revenues from past plan years or reallocation of the plan year expenditures. This is for various reasons such as lower bid prices on a past project or regulatory restrictions we have encountered on projects such as parks, code enforcement, or transportation services. This allows the FFY21 Annual Action Plan proposal to include a higher level of funding to sewer lining and rehabilitation projects than initially anticipated in the 5-Year Consolidated Plan. Both are identified as activities in FFY21.

Activity	5-Yr. Consolidated Plan Estimate	FFY21 AAP Proposal	Percentage
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$11,000	\$36,785	8%
Maintain Existing Affordable Housing: Renter Occupied Rehabilitation	\$0	\$25,000	5%
Preserve Existing Affordable Housing: Code Enforcement	\$10,000	\$0	0%

Prevent Homelessness Through Agency and Organizational Support (Service Agencies – capped at 15% of annual allocation)	\$37,960	\$40,620	9%
Neighborhood Infrastructure Improvements (i.e. Street, Sewer, Water)	\$51,000	\$250,000	54%
Provide Access to Transportation Services	\$30,000	\$0	0%
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$0	\$58,602	13%
Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$57,510	\$0	0%
Conduct Demolition and Clearance Activities	\$5,000	\$0	0%
CDBG Planning and Administration (capped at 20% of annual allocation)	\$50,615	\$54,160	11%
FFY21 Total (including carryover/reallocation)		\$465,167	100%

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

The FFY21 Annual Action Plan is available for public review. The public comment period is 30 days, per HUD requirements. It started May 25th and will end June 25, 2020. The Community Development Department recommends setting the public hearing and considering adoption of the Annual Action Plan (FFY21) at their July 6th meeting.

Please contact me with any questions. Thank you.



**PRELIMINARY DRAFT FOR REVIEW
JUNE 9, 2021**

**CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2021 (CITY FISCAL YEAR 2022) ANNUAL ACTION PLAN**

**COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):
Waterloo-Cedar Falls Courier; May 19th, 2021**

**May 25th, 2021 (Opened the 30-day public comment period)
June 25th, 2021 (Closed the 30-day public comment period)**

**HOUSING COMMISSION: Public Meeting on May 11th, 2021 and Public Hearing on June 8th, 2021
(Recommendation to City Council)
Waterloo-Cedar Falls Courier; May 19th, 2021, May 21st, 2021, and May 25th, 2021**

**CITY COUNCIL PUBLIC MEETINGS AND HEARING ON:
June 21st, 2021 (Council sets public hearing for July 6th, 2021)
July 6th, 2021 (Adoption) (After a properly noticed public hearing was conducted)
Publication: Waterloo-Cedar Falls Courier; (May 19th, 2021, May 21st, 2021, and May 25th, 2021, and June 25th, 2021)**

AP-05 Executive Summary - 91.220(b)

During Federal Fiscal Year 2021, the City of Cedar Falls intends to complete four (4) activities or programs: Renter-occupied rehabilitation and repair, benefitting two units; agency and organizational support, helping approximately 4,000 persons, of which 40 are homeless; improving neighborhood infrastructure and accessibility, particularly improving sanitary sewer and sidewalks benefitting 1,000 low-and-moderate income persons; and program planning and administration. These proposed activities focus on implementing the following excerpted, relevant, Cedar Falls 2019-2023 Consolidated Plan goals and objectives.

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.

Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community.

Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.

Public Services

- (3) To provide services, such as rent assistance and through contracted agencies: healthcare, mental health, substance abuse, financial counseling, nutrition, and other services that allow residents to reach their greatest level of self-sufficiency.

Action 3.1. Provide funding support to agencies, other than those cited above, that may offer services that will prevent homelessness or protect households that are near-homeless.

Action 3.2. Maintain the current Section 8/Housing Choice Voucher Program that is being administered by the City.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Economic Development

- (4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Evaluation of past performance

The City has been working diligently during the past four years to plan and implement CDBG programs that are attainable and designed to help the largest number of residents in a cost-effective manner. Specifically, the community has rehabilitated or repaired a number of owner-occupied housing units for low-and-moderate income households. Further, the City has funded several agencies, which provide services to income-qualified Cedar Falls households on an annual basis. Finally, the community has partially financed infrastructure or capital projects, specifically sanitary sewer lining and sidewalk infill for neighborhood connectivity, that serve its low-and-moderate income census tracts.

With all this stated, the COVID-19 pandemic had a major impact on the City's ability to offer continuity of services under the CDBG programs during the past year or so. Most notably, the virus has slowed our ability to serve the community and required us to suspend some of our programs altogether for several months, specifically, the housing rehabilitation and repair programs. Three primary issues affected the decision to suspend and thus delay programs. First, the lack of protocols for employees to enter private property, while adhering to social distancing and personal protective equipment requirements, during a public health emergency. Second, construction contractor availability, or lack thereof. Lastly, the availability and price of construction materials for the proposed work.

In total, the City received three subsequent CDBG funding awards as a result of the pandemic, one of which was from the State of Iowa's Economic Development Authority and the others were awarded directly by HUD. These were all through the Coronavirus Aid, Relief, and Economic Security (CARES) legislation that passed in late March 2020. Specifically, the intent of this legislation was to prevent, prepare for, or respond to the Coronavirus. As indicated in this plan, most of the additional funds were awarded to agencies, non-profit organizations, educational institutions, and service providers that either served in frontline capacities or roles and/or that were overwhelmed by the impacts of the COVID-19 pandemic on their agencies, inventories and finances, and clients.

Citizen participation

Citizen participation in the planning process of this Annual Action Plan took three forms: public meetings, public hearings, and informal comments garnered as a result of document availability. The participation process was governed by the City's Participation Plan, as amended. The Cedar Falls Housing Commission held a public meeting on May 11th, 2021, and a public hearing on June 8th, 2021, which was posted according to City's Citizen Participation Plan and State law. Notice for the meetings was published on May 19th, 2021, May 21st, 2021, and May 25th, 2021, in the Waterloo-Cedar Falls Courier. A legal notice, the purpose and subject of which was published on May 19th, 2021, in the Waterloo-Cedar Falls Courier, offered a 30-day public comment period between May 25th, 2021 and June 25th, 2021. The City Council also held a properly noticed public hearing within the framework of a public meeting on July 6th, 2021. Notice for said City Council hearing was published in the Waterloo-Cedar Falls Courier on June 25th, 2021. Copies of the draft Annual Action Plan were available at the Community Development Department and City Clerk's Offices, as well as on the City's website at www.cedarfalls.com.

Summary of comments received and denied

No public comments were received, and as a result, no citizen suggestions were denied.

PR-05 Lead & Responsible Agencies - 91.220(b)

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan and Annual Action Plan using their CDBG Entitlement resources. During this past year, the staff and its administrative contractor spent much of its time and effort, related to the CDBG program, focusing on the COVID-19 (Coronavirus) pandemic, which had a worldwide effect on human health, interaction, and economies.

Public Contact Information**City of Cedar Falls**

Department of Community Development
 Planning and Community Services Division
 220 Clay Street
 Cedar Falls, Iowa 50613
 Contact: Planning and Community Services Manager
 Telephone: (319) 273-8600
 Website: <http://www.cedarfalls.com>

AP-10 Consultation - 91.220(b)**1. Introduction**

Agency and organizational consultation regarding this plan were fostered through the public participation process defined in the next section. Further, as a result of two factors: annual monitoring of the current Agency programs and the COVID-19 pandemic, the City has had several conversations and discussions with numerous agencies and organizations providing assistance to Cedar Falls residents, most of which addressed the pandemic. Interestingly, most of the meetings were held electronically to help minimize the spread of the COVID-19 pandemic. Nevertheless, the City is elected to fund four agencies through their annual Entitlement funding and seven agencies and three schools through its Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

2. Agencies, groups, and organizations who participated in process and consultations.

- Salvation Army (sheltering of homeless persons, including parents and children; meal site)
- Northeast Iowa Food Bank (food assistance)
- East Side Ministerial Alliance (rent and mortgage assistance; eviction and foreclosure prevention)
- Pathways Behavioral Services (mental health; substance abuse; counseling)
- Exceptional Persons, Incorporated (rent and mortgage assistance; eviction and foreclosure prevention; work activity assistance for persons with disabilities)
- Jesse Cosby Center (financial management; debt assistance)
- EMBARC (immigration assistance; student assistance; language assistance; Burmese population)
- Cedar Falls Community School District (assistance for K-12 children)
- Valley Lutheran School (assistance for K-12 children)

- St. Patrick’s Catholic School (assistance for K-8 children)
- Operation Threshold (rent and mortgage assistance; eviction and foreclosure prevention; housing repair, rehabilitation, and weatherization; utility assistance; public assistance (i.e. WIC, LIHEAP, SNAP))

3. Identify agency types not consulted and provide rationale for not consulting.

- Public health (time constraints)
- Childcare (time constraints)
- Healthcare (time constraints)
- Transportation (time constraints)

The entities noted in this element were dramatically impacted by the COVID-19 (Coronavirus) pandemic and thus were not consulted.

4. Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board (LHCB)	The LHCB composition was reviewed to better understand the homeless housing and social service needs in developing the Plan.
City of Cedar Falls Comprehensive Plan	City of Cedar Falls	Strategic Plan goals are more specific, but consistent with the Comprehensive Plan.
2019-2023 Consolidated Plan	Cities of Cedar Falls and Waterloo	Plan goals are updates and improvements to current Consolidated Plan goals
City of Cedar Falls Capital Improvements Program	City of Cedar Falls	Strategic Plan goals are consistent with those in the CIP, which defines specific projects that may be considered by the city under this Plan
Comprehensive Economic Development Strategy	Iowa Northland Regional Economic Development Commission	Strategic Plan goal are consistent and specific to Cedar Falls. CEDS goals are general and defined for a 6-county region, focusing more closely on economic development, private investment, development, and job creation.
Metropolitan Planning Organization Long Range Transportation Plan	Metropolitan Planning Organization of Black Hawk County	Strategic Plan goals are specific to Cedar Falls, while LRTP goals are intended to address transportation in several jurisdictions. The city will need to take LRTP goals into consideration when developing areas within the community, as well as developing transit services
Metropolitan Planning Organization Pedestrian Master Plan	Metropolitan Planning Organization of Black Hawk County	The city is intending to address several of the Pedestrian Plan goals, most notably those associated with healthy lifestyles, recreation, access and accessibility, and non-motorized transportation modes (sidewalk, trails, etc.)
Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan	Black Hawk County Emergency Management Commission; City of Cedar Falls	The Strategic Plan will seek to direct housing-related development and redevelopment away from natural hazards (i.e. floodplains, steep slopes, poor soils), protect personal health, and enhance safety, as is possible. These are consistent with the MJ HMP
City of Cedar Falls Citizen Participation Plan	City of Cedar Falls	The Strategic Plan will be developed and implemented in a manner that is consistent with the current Citizen Participation Plan.

Table. Other local / regional / federal planning efforts

AP-12 Participation - 91.220(b)

A 30-day comment period legal notice, as allowed by US Department of Housing and Urban Development (HUD) waiver, was advertised on May 19th, 2021, in the Waterloo-Cedar Falls Courier. The comment period was defined in the notice, stating that the public could review and comment on the draft plan between May 25th, 2021, and June 25th, 2021. The Commission held specific public comment opportunities on its agenda relative to the draft plans during a public meeting on May 11th, and a public hearing on June 8th, 2021, and the meeting was legally posted per City policy and placed on the City's website. The Housing Commission's public hearing was published on May 19th, 2021, May 21st, 2021, and May 25th, 2021, in the Waterloo-Cedar Falls Courier. City Administration reviewed the draft document prior to presentation of the initial drafts to the Housing Commission and final draft before the City Council. A public draft was also on-file with the City Clerk and advertised as such. Further, the Spring 2021 edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plan. Also, public input was formally considered through conduct of a City Council public hearing on July 6th, 2021, which was legally advertised in the Waterloo Courier on June 25th, 2021. No comments were received from the public.

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

The City of Cedar Falls anticipates receiving an allocation of \$274,792 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2021. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Public Service Improvements, Neighborhood Access, Neighborhood Improvements, Planning and Administration	\$274,792	\$0	\$190,375 (Estimated)	\$465,167 (Estimated)	\$541,602 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$2,600,000 (Estimated)	

Table 1 – Goals Summary

Additional Narrative

In addition to the FFY 2021 annual allocation of CDBG Entitlement funds, the City of Cedar Falls is estimating that \$190,375 in carryover or prior year funding will be available for allocation consistent with the goals and projects presented in the current Consolidated Plan. Regardless of the exact amount carried forward from prior years, the City plans to use these funds for Housing or Rental Rehabilitation and Repair, Neighborhood Infrastructure, Neighborhood Access and Accessibility Improvements, and/or Neighborhood Recreational Improvements for low-and-moderate income (LMI) households or areas, as defined by HUD and the Census Bureau. Further, the City is working to award and provide services to residents with its supplemental CARES (COVID-19) funding, the total of which is \$660,045.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

CDBG funds will be used to provide rehabilitation and repair grants for single-family homeowners. Also, CDBG funds including CARES (COVID-19) dollars, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Neighborhood Accessibility Improvements and Neighborhood Infrastructure Improvements to low-to-moderate income areas (census tracts) of the community.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts. Specifically, the publicly owned rights-of-way will be used to address the needs identified in this plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$36,785	Homeowner Housing Rehabilitated or Repaired: 2 Household Housing Units; 4 persons or 2 households benefitted
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$25,000	Rental Housing Rehabilitated or Repaired: 2 Household Housing Units; ; 4 persons or 2 households benefitted
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$0	Apply Code requirements to residential units in LMI Areas: 0 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children’s Services	CDBG: \$40,620	Public Service Activities Other than LMI Housing Benefit:4,020 persons or 1,520 households assisted. Homeless person overnight shelter: 20 persons or 20 households assisted.
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$250,000	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 80 persons or 40 households assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$58,602	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 40 persons or 20 households assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons assisted.
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$54,160	Not Applicable

Table 2 – Goals Summary

AP-35 Projects - 91.220(d)

Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single-Family Owner-Occupied Rehabilitation
2	Rental Housing Rehabilitation
3	Code Enforcement
4	Agency and Organization Support
5	Neighborhood Infrastructure Improvements
6	Provide Access to Transportation Service
7	Neighborhood Accessibility Improvements
8	Neighborhood Recreational Amenities
9	Demolition and Clearance
10	CDBG Planning and Administration

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In order to serve Cedar Falls residents, funding will be allocated toward making housing more affordable, preserving existing affordable housing stock, increasing affordable housing, supporting low-to-moderate income neighborhood investment, and assisting citizens with accessing services. Funding will be focused on meeting two National CDBG Objectives, assisting low-to-moderate income persons and eliminating slum and blight in the community.

In addition to housing projects, the City is contemplating using CDBG funds for neighborhood access projects, as outlined in our Consolidated Plan and this Action Plan, more specifically sidewalk infill within and connecting to low-and-moderate income neighborhoods, tracts, or block groups, as well as completing additional sanitary sewer lining projects in LMI areas as well.

The primary barrier for assisted households is, and has been, the price of housing in the community, even as new units are being built. During the past year, prices have continued rising and supply has dwindled. These trends proved to be surprising during the COVID-19 pandemic.

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$36,785 (Estimated)
	Description	Rehabilitation of Owner-Occupied Units; LMI Households
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 households, or 4 persons, will benefit from the CBBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons	
2	Project Name	Rental Housing Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$0 (Estimated) \$25,000 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 households, or 4 persons, will benefit from this limited CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons	
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI areas.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 households in Cedar Falls.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas	

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children's Services
	Funding Target	CDBG: \$40,620 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 4,020 persons, or 1,520 households, in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele	
5	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$250,000 (Estimated)
	Description	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, and drainage improvements may also be funded.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 80 persons or 40 households in the Cedar Falls area.
	Location Description	LMI Areas
	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas	
6	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 people in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas

	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$58,602 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 40 persons, or 20 households, in the Cedar Falls area.
	Location Description	LMI Areas.
	Planned Activities	This will be accomplished by infilling pedestrian improvements that will connect LMI households to service agencies, organizations, educational, recreational facilities, and employment opportunities and centers. Projects will be completed in residential neighborhoods using sidewalk, curb cuts/ADA ramps, and trails in LMI areas.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities located in parks or other public property in LMI areas of the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 households, or 0 persons, in the Cedar Falls area.
	Location Description	LMI Areas. Parks identified for improvement include Island Park, Seerley Park and a future park site near Aldrich Elementary School.
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing and clearing dilapidated buildings and structures in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Demolition of approximately 0 dilapidated units in the City
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	Planned Activities	Demolish approximately 0 dilapidated units within the City
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
10	Project Name	CDBG Planning and Administration
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Provide Effective Planning and Administration
	Funding Target	CDBG: \$54,160 (Estimated)
	Description	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Administrative and planning activities, associated with the CDBG program
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight

Table 4 – Project Summary

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Our programs will serve Low-Moderate Income (LMI) households, LMI Limited Clientele agencies or organizations, or serve LMI areas, as defined by the Census Bureau and HUD. CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents.

Geographic Distribution

Target Area	Percentage of Funds
City of Cedar Falls and/or its Residents	100%
LMI Area Benefit	66%

Table 5 – Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City will only assist individual LMI households under Activity 1, Owner Occupied Housing Rehabilitation, and Activity 2, rental rehabilitation. Also, the City plans to fund agencies serving LMI households or offering LMI Limited Clientele, as is allowed annually under activity 4. Also, it plans to use funds to benefit LMI areas within the community for Activities 5 and 7, Neighborhood Infrastructure and Neighborhood Access Improvements. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5.

Discussion

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefitting a specific household or rental units, will require participants to meet LMI prescribed HUD income guidelines.

For the life of this Annual Action Plan, the City has projected that it will expend 14 percent of its budget on specific low-and-moderate income households under its homeowner and renter rehabilitation and repair programs citywide, while planning to expend 66 percent of its overall budget for LMI-area benefit projects. Planning and administration expense are projected to expend 20 percent of the annual allocation.

AP-55 Affordable Housing Goals – 91.220(g)

Goals: The following goals were established in this Action Plan for CDBG Use in the City.

1	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
	Goal Description	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal Description	Create housing grants for rehabilitation, repair, accessibility, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
3	Goal Name	Preserve Existing Affordable Housing through Code Enforcement
	Goal Description	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	Plan Reference	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objectives	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal Description	Continue supporting agencies providing homeless services, including sheltering, in the community, as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1 and 3 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 2 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
6	Goal Name	Provide Access to Transportation Services
	Goal Description	Program provides funding for transportation to income-eligible households that are dependent upon these services in order to maintain employment.

	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1 and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
7	Goal Name	Neighborhood Accessibility Improvements
	Goal Description	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 2 and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
8	Goal Name	Neighborhood Recreational Amenities
	Goal Description	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living parks in LMI areas of the community.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 2 and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal Description	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 2 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas • Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal Description	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1, 2, 3, and 4 • Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas • Aid in the prevention or elimination of slums or blight

Table 6 – Goal Description

AP-60 Public Housing – 91.220(h)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Action Planning process did not include evaluation of the needs of public housing, increasing engagement of public housing residents in the process, or addressing a “troubled” public housing agency.

AP-65 Homeless and Other Special Need Activities – 91.220(i)

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. In addition, in FFY 2020 and upcoming in FFY 2021, the City is awarding much of their Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to seven agencies and three schools to, “prevent, prepare for, or respond to Coronavirus”. The allocation process includes a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies are given an opportunity to attend a City Housing Commission meeting to discuss their program; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household’s needs, by hopefully offering resources regarding financial management, abuse, and family relationships, and credit counseling. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Fourth, the City is funding several agencies that are providing rent or mortgage assistance, the need for which originates with the COVID-19 pandemic. Finally, the City, using its CDBG and CDBG CARES funds, hopes to address hunger and nutritional needs by funding the regional food bank pantry. As is generally expected, resident needs outpace the amount of funding the City can offer the agencies through the CDBG or CDBG CARES programs alone.

AP-70: HOPWA Goals – 91.220(l)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-75 Barriers to Affordable Housing – 91.220(j)

At this time, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has unmet demand for affordable housing. This problem has only been exacerbated during the pandemic, as vacancy rate for all types of units has fallen dramatically in the community, while prices have climbed very quickly.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City’s ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for some low-and-moderate income households. Third, market demand has driven the price of land and materials upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably the cost of infrastructure. Part of the dramatic increases the City is currently experiencing in construction materials are being cause by supply chain

problems, associated with the COVID-19 pandemic. Finally, even with additional CDBG CARES funds, that could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

As they may be identified, the City of Cedar Falls takes action to ameliorate negative effects of public policy on housing affordability. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market, along with high materials prices and supply chain issues caused by the pandemic are having on the price of housing, which may affect whether or not people can afford to live in the community.

The City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. The City has completed a community visioning plan for the Downtown and College Hill areas. The community involvement with each plan pointed to a need for housing options and the plans recommend Missing Middle Housing. The City is working on a downtown zoning code that will enable the housing types of Missing Middle and also allow housing options such as Accessory Dwelling Units (ADUs) for housing flexibility and affordability. It is anticipated that a downtown code will be adopted in 2021. Building permit fees are based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is collected by the City is determined by the State of Iowa. Currently, residentially classified property is rolled-back by the state such that local governments may only tax at a rate of 56.4 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, materials pricing and supply chain problems, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, but the community has offered assistance to residents for direct services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure and accessibility investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Cedar Falls addresses obstacles to meeting the needs of the underserved through supporting several public service agencies and nonprofit organizations that strive to prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

Actions planned to address obstacles to meeting underserved needs.

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. Incidentally, the City received an additional \$660,000 in Coronavirus Aid, Relieve, and Economic Security (CARES) Act funds, most of which was being allocated to seven agencies and three schools. The funding supports housing improvements, preventing homelessness, food security, housing security through rent/mortgage support, equipment for safe operations during the health emergency, and remove education/work during the health emergency. Also, the City will work with code enforcement and other departments to identify potential at-risk residents. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing.

Cedar Falls continues to work on fostering affordable housing in the community. The Housing Rehabilitation and Repair Programs assist qualified homeowners and renters with substantial rehabilitation or repairs to existing units. This year, Cedar Falls will work to kick off a rental repair program. We have not had such a program before. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community.

Actions planned to reduce lead-based paint hazards.

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the rehabilitation projects in Cedar Falls. In addition, the program budgets for relocation expenses of homeowners at-risk to the negative impacts from lead-based paint. The City will continue to work with local, county, regional and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

Actions planned to develop institutional structure.

The City, including Community Development Department and its Section 8 Housing Choice Voucher Program (which may also be known as the Cedar Falls Low Rent Housing Agency or Cedar Falls Housing Authority), and their contractor, the Iowa Northland Regional Council of Governments (INRCOG), will continue to work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also continue to address the housing delivery gap between public and non-public organizations in the community. Said organizations will also address the gap that exists with regard to private housing industry participation in developing the City's institutional structure. Specifically, the Section 8 Housing Choice Voucher Program will work with private industry to increase and maintain affordable housing stock for low-to-moderate income households. Through experience, participation in local, regional (PHA Director Association), state (Iowa NAHRO, Iowa Association of Housing Officials), and national (NAHRO, American Planning Association) housing and planning organizations, educational opportunities, and peer-to-peer exchanges with other CDBG Entitlement recipients, staff-members will become more proficient in executing, managing, assessing, and anticipating change within the program. Further, the above-mentioned entities, together with Cedar Falls' consortium partner in the HOME

Investment Partnership Program, the City of Waterloo Community Development Department, will continue to do likewise with the institutional structure associated with administering the HOME Program.

Actions planned to reduce the number of poverty-level families.

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; pay mortgage and rent for residents in arrears on both using CARES (COVID-19) funds; hire interpreters for addressing the needs of their non-English speaking population, and provide emergency food and shelter to those persons in danger of becoming homeless.

Actions planned to enhance coordination between public and private housing and social service agencies.

Staff outreach is key in enhancing coordination between public and private housing and social service agencies, relative to housing in the city. Specifically, staff manages the Housing Choice Vouchers Program, which maintains a relationship with private housing management firms. Further, the growth in the City has required staff to build relationships with private developers working the community. Finally, the City has built and maintains a good communication dialog with local public service agencies and private non-profit organizations that are directly or indirectly involved in housing in the community. By working with and educating participating landlords and property owners, private developers, service organizations, about the City, its programs, and requirements, it will position itself to better meet the needs of the low-moderate-income individuals and households in the city.

AP-90 Program Specific Requirements - CDBG 91.220(I)(1)

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

AP-90: Program-Specific Requirements-HOME 91.220(I)(2)

The City of Cedar Falls is not a direct HOME Investment Partnership Program recipient. It is part of a consortium with the City of Waterloo, Iowa. That being said, the Cities of Cedar Falls and Waterloo renegotiated their Community Housing Development Organization (CHDO) agreement during this past year. As part of that process, the City of Cedar Falls is also working closely with INRCOG and the Iowa Heartland Habitat for Humanity Chapter to implement their HOME projects and plans.

AP-90: Program-Specific Requirements-ESG 91.220(I)(4)

The City of Cedar Falls is not an ESG recipient.

AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-90: HTF Specific Review 91.220(I)(5)

The City of Cedar Falls does not administer HTF funds.

Daily Invoices for Council Meeting 6/21/21

PREPARED 06/17/2021, 11:12:42
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2021

Item 32.

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT ----	
FUND 101 GENERAL FUND									
101-1118-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1958		12/21	AP	05/26/21	0395827	GAINES, RON	336.80	06/04/21	
						RMB:MILEAGE-12/17-5/26/21			
						12/17/20-05/26/21			
ACCOUNT TOTAL							336.80	.00	336.80
101-1199-421.31-11						HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS			
2002		12/21	AP	06/03/21	0395848	FRIENDS OF THE HEARST	7.15	06/10/21	
						NOTECARDS SOLD			
						CHARGED ON CITY MERCH.#			
2002		12/21	AP	05/11/21	0395851	KATE BRENNAN HALL ILLUSTR. & PR	70.00	06/10/21	
						RMB: ARTWORK SOLD			
						"DAY 37"			
ACCOUNT TOTAL							77.15	.00	77.15
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES			
2002		12/21	AP	06/09/21	0395841	BLACK HAWK CO.RECORDER	47.00	06/10/21	
						RCD:NTC.FNL.ASSESS.PROC.			
						DEKOCK-1122 W. 22ND ST.			
2002		12/21	AP	06/09/21	0395841	BLACK HAWK CO.RECORDER	47.00	06/10/21	
						RCD:NTC.FNL.ASSESS.PROC.			
						DEKOCK-2413 OLIVE STREET			
2002		12/21	AP	06/09/21	0395841	BLACK HAWK CO.RECORDER	47.00	06/10/21	
						RCD:NTC.FNL.ASSESS.PROC.			
						DEKOCK-804 SEERLEY BLVD.			
2002		12/21	AP	06/09/21	0395841	BLACK HAWK CO.RECORDER	47.00	06/10/21	
						RCD:NTC.FNL.ASSESS.PROC.			
						DEKOCK-818 SEERLEY BLVD.			
2002		12/21	AP	06/09/21	0395841	BLACK HAWK CO.RECORDER	22.00	06/10/21	
						RCD:INGRESS/EGRESS EASE.			
						RIVER PLACE PROPERTIES II			
2002		12/21	AP	05/21/21	0395842	BLACK HAWK CO.RECORDER	25.00	06/10/21	
						RCD:ACCESS EASE.AGREEMENT			
						ADD'L AMOUNT-FENCL TRUST			
ACCOUNT TOTAL							235.00	.00	235.00
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY			
2031		12/21	AP	06/15/21	0395873	PETTY CASH	200.00	06/16/21	
						INCR. INSP. SRV. CASH DRAWER			
						TO \$300 FROM \$100			
1958		12/21	AP	05/14/21	0395824	CEDAR FALLS UTILITIES	66.80	06/04/21	
						UTILITIES THRU 05/14/21			
ACCOUNT TOTAL							266.80	.00	266.80
101-2253-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
2031		12/21	AP	06/11/21	0395871	KLAR, SAGE	50.00	06/16/21	
						UMPING-6/11/21			
2031		12/21	AP	06/07/21	0395874	RIENGARDT, WILL	25.00	06/16/21	
						YOUTH PROGRAM-SUBSTITUTE			
ACCOUNT TOTAL							75.00	.00	75.00

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2253-423.85-01						UTILITIES / UTILITIES			
1958		12/21	AP	05/14/21	0395824	CEDAR FALLS UTILITIES	400.27		06/04/21
						UTILITIES THRU 05/14/21			
						ACCOUNT TOTAL	400.27	.00	400.27
101-2253-423.89-14						MISCELLANEOUS SERVICES / REFUNDS			
1958		12/21	AP	06/02/21	0395835	WILBOS	225.00		06/04/21
						REFUND-ADULT SBALL LEAGUE			
						ACCOUNT TOTAL	225.00	.00	225.00
101-2280-423.89-14						MISCELLANEOUS SERVICES / REFUNDS			
1983		12/21	AP	06/03/21	0395838	JAY MATTSO	250.00		06/08/21
						REFUND-SECURITY DEPOSIT			
2002		12/21	AP	05/20/21	0395860	ZHE ZHANG	250.00		06/10/21
						REFUND-SECURITY DEPOSIT			
						ACCOUNT TOTAL	500.00	.00	500.00
101-4511-414.85-01						UTILITIES / UTILITIES			
1958		12/21	AP	05/14/21	0395824	CEDAR FALLS UTILITIES	383.78		06/04/21
						UTILITIES THRU 05/14/21			
						ACCOUNT TOTAL	383.78	.00	383.78
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
2002		12/21	AP	02/09/21	0395845	COVER-ALL EMBROIDERY, INC.	78.00		06/10/21
						EMBROIDER POLOS/JACKETS			
						RE-ISSUE CK#136508			
						ACCOUNT TOTAL	78.00	.00	78.00
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1958		12/21	AP	05/14/21	0395824	CEDAR FALLS UTILITIES	35.25		06/04/21
						UTILITIES THRU 05/14/21			
						ACCOUNT TOTAL	35.25	.00	35.25
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT			
2002		12/21	AP	05/23/21	0395853	MANTERNACH, KYLE	40.59		06/10/21
						RMB:OPT.EQUIP.-POUCHES			
						AMAZON.COM			
2002		12/21	AP	05/05/21	0395854	MCMAMARA, SHEA	119.95		06/10/21
						RMB:OPT.EQUIP.-FLASHLIGHT			
						FENIX			
						ACCOUNT TOTAL	160.54	.00	160.54

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1983		12/21	AP	05/20/21	0395837	HANSON, KRISTI	14.74			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	05/14/21	0395837	HANSON, KRISTI	30.97			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	05/07/21	0395837	HANSON, KRISTI	50.17			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1958		12/21	AP	05/05/21	0395829	SCHWAN, KENDALL	27.93			06/04/21
						RMB:MEALS-INTERV.&INTERR.				
1958		12/21	AP	04/30/21	0395825	DANILSON, CEDRIC	297.62			06/04/21
						RMB:TRVL.-BIKE PATROL SCH				
1983		12/21	AP	04/30/21	0395837	HANSON, KRISTI	25.63			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	04/20/21	0395837	HANSON, KRISTI	18.16			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	04/15/21	0395837	HANSON, KRISTI	14.56			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	04/09/21	0395837	HANSON, KRISTI	19.85			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	04/01/21	0395837	HANSON, KRISTI	14.21			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	03/26/21	0395837	HANSON, KRISTI	37.01			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
1983		12/21	AP	03/17/21	0395837	HANSON, KRISTI	30.52			06/08/21
						RMB:MEALS-ILEA;HAWKEYE				
						ACCOUNT TOTAL	581.37	.00		581.37
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2002		12/21	AP	05/30/21	0395859	VAN HORN, ERIC	238.50			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/25/21	0395849	HARRENSTEIN, JEFFREY	8.00			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/23/21	0395853	MANTERNACH, KYLE	172.56			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/22/21	0395853	MANTERNACH, KYLE	89.86			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/21/21	0395840	BELLIS, RYAN	14.98			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/19/21	0395850	HEUER, BROOKE	193.80			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/18/21	0395839	BARRON, CARSON	138.03			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/11/21	0395858	SHAFER, SAM	139.10			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/08/21	0395847	DOUGAN JR, SCOTT	53.49			06/10/21
						RMB:UNIFORM ALLOWANCE				
2002		12/21	AP	05/08/21	0395857	SCHREIBER, KURT	139.09			06/10/21
						RMB:UNIFORM ALLOWANCE				
						THE RUNNER'S FLAT				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
1958		12/21 AP		05/14/21	0395824	CEEDAR FALLS UTILITIES	1,122.56			06/04/21
						UTILITIES THRU 05/14/21				
						ACCOUNT TOTAL	1,122.56	0.00	1,122.56	
						FUND TOTAL	1,252.39	0.00	1,252.39	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
2012		12/21 AP		06/07/21	0004639	BERGEN PLUMBING, HEATING & CO	995.00			06/14/21
						EMERG.REHAB-210 BALBOA#C2 BRENDA JORDAN				
						ACCOUNT TOTAL	995.00	0.00	995.00	
						FUND TOTAL	995.00	0.00	995.00	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
2031		12/21 AP		06/14/21	0395875	SIMPSON, MARK	125.00			06/16/21
						CF BASEBALL-CR WASHINGTON ANNOUNCER				
						PROJECT#: 759				
2031		12/21 AP		06/14/21	0395872	LONGNECKER, JEREMIAH	100.00			06/16/21
						CF BASEBALL-CR WASHINGTON ANNOUNCER				
						PROJECT#: 759				
2031		12/21 AP		06/14/21	0395877	SURMA, JOSEPH EDWARD	85.00			06/16/21
						CF BASEBALL-CR WASHINGTON CAMERA OPERATOR				
						PROJECT#: 759				
2031		12/21 AP		06/14/21	0395876	STOW, CHRISTIAN	85.00			06/16/21
						CF BASEBALL-CR WASHINGTON CAMERA OPERATOR				
						PROJECT#: 759				
2031		12/21 AP		06/14/21	0395868	BENSON, ERIC	85.00			06/16/21
						CF BASEBALL-CR WASHINGTON CAMERA OPERATOR				
						PROJECT#: 759				
2031		12/21 AP		06/14/21	0395879	THORN, KEVIN	85.00			06/16/21
						CF BASEBALL-CR WASHINGTON CAMERA OPERATOR				
						PROJECT#: 759				
2012		12/21 AP		06/10/21	0395865	SIMPSON, MARK	125.00			06/14/21
						CF SOFTBALL-W'LOO WEST ANNOUNCER				
						PROJECT#: 759				
2012		12/21 AP		06/10/21	0395864	LONGNECKER, JEREMIAH	100.00			06/14/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING continued										
CF SOFTBALL-W'LOO WEST ANNOUNCER										
PROJECT#:		759								
2012		12/21 AP		06/10/21	0395863	DEWITT, JASON	85.00			06/14/21
						CAMERA OPERATOR				
PROJECT#:		759								
2012		12/21 AP		06/10/21	0395866	SURMA, JOSEPH EDWARD	85.00			06/14/21
						CAMERA OPERATOR				
PROJECT#:		759								
2012		12/21 AP		06/10/21	0395862	BENSON, ERIC	85.00			06/14/21
						CAMERA OPERATOR				
PROJECT#:		759								
2012		12/21 AP		06/10/21	0395867	THORN, KEVIN	85.00			06/14/21
						CAMERA OPERATOR				
PROJECT#:		759								
2002		12/21 AP		06/08/21	0395846	DEWITT, JASON	90.00			06/10/21
						CAMERA OPERATOR				
1958		12/21 AP		06/02/21	0395830	SIMPSON, MARK	125.00			06/04/21
						ANNOUNCER				
PROJECT#:		759								
1958		12/21 AP		06/02/21	0395828	LONGNECKER, JEREMIAH	100.00			06/04/21
						ANNOUNCER				
PROJECT#:		759								
1958		12/21 AP		06/02/21	0395831	STOW, CHRISTIAN	110.00			06/04/21
						CAMERA OPERATOR				
PROJECT#:		759								
1958		12/21 AP		06/02/21	0395823	BENSON, ERIC	110.00			06/04/21
						CAMERA OPERATOR				
PROJECT#:		759								
1958		12/21 AP		06/02/21	0395832	SURMA, JOSEPH EDWARD	110.00			06/04/21
						CAMERA OPERATOR				
PROJECT#:		759								
1958		12/21 AP		06/02/21	0395826	DEWITT, JASON	110.00			06/04/21
						CAMERA OPERATOR				
PROJECT#:		759								
ACCOUNT TOTAL							1,885.00	.00	1,885.00	
FUND TOTAL							1,885.00	.00	1,885.00	
FUND 258 PARKING FUND										
FUND 261 TOURISM & VISITORS										
261-2291-423.85-01 UTILITIES / UTILITIES										
1958		12/21 AP		05/14/21	0395824	CEDAR FALLS UTILITIES	74.41			06/04/21
						UTILITIES THRU 05/14/21				
ACCOUNT TOTAL							74.41	.00	74.41	

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261						TOURISM & VISITORS				
						FUND TOTAL	74.41	.00	74.41	
FUND 262						SENIOR SERVICES & COMM CT				
FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 430						2004 TIF BOND				
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
FUND 439						2008 BOND FUND				
FUND 443						CAPITAL PROJECTS				
FUND 472						PARKADE RENOVATION				
FUND 473						SIDEWALK ASSESSMENT				
FUND 483						ECONOMIC DEVELOPMENT				
FUND 484						ECONOMIC DEVELOPMENT LAND				
FUND 541						2018 STORM WATER BONDS				
FUND 544						2008 SEWER BONDS				
FUND 545						2006 SEWER BONDS				
FUND 546						SEWER IMPROVEMENT FUND				
FUND 547						SEWER RESERVE FUND				
FUND 548						1997 SEWER BOND FUND				
FUND 549						1992 SEWER BOND FUND				
FUND 550						2000 SEWER BOND FUND				
FUND 551						REFUSE FUND				
551-6685-436.85-01						UTILITIES / UTILITIES				
1958						12/21 AP 05/14/21 0395824 CEDAR FALLS UTILITIES	43.31			06/04/21
						UTILITIES THRU 05/14/21				
						ACCOUNT TOTAL	43.31	.00	43.31	
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued			
2031		12/21	AP	05/31/21	0395869	BLACK HAWK CO.LANDFILL	22,777.86		06/16/21
						LANDFILL SRV:5/17-5/29/21			
1983		12/21	AP	05/15/21	0395836	BLACK HAWK CO.LANDFILL	21,894.88		06/08/21
						LANDFILL SRV:5/01-5/15/21			
ACCOUNT TOTAL							44,672.74	.00	44,672.74
FUND TOTAL							44,716.05	.00	44,716.05
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01 UTILITIES / UTILITIES									
1958		12/21	AP	05/14/21	0395824	CEDAR FALLS UTILITIES	4,128.13		06/04/21
						UTILITIES THRU 05/14/21			
ACCOUNT TOTAL							4,128.13	.00	4,128.13
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
2031		12/21	AP	05/31/21	0395869	BLACK HAWK CO.LANDFILL	131.40		06/16/21
						LANDFILL SRV:5/17-5/29/21			
1983		12/21	AP	05/15/21	0395836	BLACK HAWK CO.LANDFILL	124.22		06/08/21
						LANDFILL SRV:5/01-5/15/21			
ACCOUNT TOTAL							255.62	.00	255.62
FUND TOTAL							4,383.75	.00	4,383.75
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
2002		12/21	AP	06/01/21	0395844	CENTURYLINK	71.67		06/10/21
						CITY PHONE SERV.-JUN'21			
1958		12/21	AP	05/19/21	0395834	VERIZON WIRELESS	1,444.25		06/04/21
						WIRELESS SRV:5/20-6/16/21			
1958		12/21	AP	05/06/21	0395833	U.S. CELLULAR	2,510.34		06/04/21
						WIRELESS SRV:5/6-6/5/21			
ACCOUNT TOTAL							4,026.26	.00	4,026.26
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1958		12/21	AP	05/06/21	0395833	U.S. CELLULAR	303.00		06/04/21
						TABLET			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 606 DATA PROCESSING FUND											
606-1078-441.93-01 EQUIPMENT / EQUIPMENT											
							continued				
ACCOUNT TOTAL							303.00	.00	303.00		
FUND TOTAL							4,329.26	.00	4,329.26		
FUND 680 HEALTH INSURANCE FUND											
FUND 681 HEALTH SEVERANCE											
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS											
2012		12/21 AP		06/09/21	0395861	ANDERSON, ALETA L.	148.50		06/14/21		
2012		12/21 AP		06/09/21	0395861	ANDERSON, ALETA L.	148.50		06/14/21		
2002		12/21 AP		06/07/21	0395855	REGENOLD, SHARON K.	261.17		06/10/21		
ACCOUNT TOTAL							558.17	.00	558.17		
FUND TOTAL							558.17	.00	558.17		
FUND 682 HEALTH INSURANCE - FIRE											
FUND 685 VEHICLE MAINTENANCE FUND											
FUND 686 PAYROLL FUND											
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE											
2031		12/21 AP		06/16/21	0395878	TEAMSTERS LOCAL #238	4,180.40		06/16/21		
2031		12/21 AP		06/16/21	0395870	CEDAR VALLEY UNITED WAY	306.00		06/16/21		
ACCOUNT TOTAL							4,486.40	.00	4,486.40		
FUND TOTAL							4,486.40	.00	4,486.40		
FUND 687 WORKERS COMPENSATION FUND											
FUND 688 LTD INSURANCE FUND											
FUND 689 LIABILITY INSURANCE FUND											
FUND 724 TRUST & AGENCY											
FUND 727 GREENWOOD CEMETERY P-CARE											
FUND 728 FAIRVIEW CEMETERY P-CARE											

PREPARED 06/17/2021, 11:12:42
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
					GRAND TOTAL		69,303.96	0.00	69,303.96

Council Invoices for Council Meeting 6/21/21

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ACCOUNT ACTIVITY LISTING

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Item 32.

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1972		12/21 AP		05/13/21	0000000	STOREY KENWORTHY	2.93	06/17/21	
						LEGAL PADS,RUBBER BANDS			
1972		12/21 AP		05/10/21	0000000	STOREY KENWORTHY	1.77	06/17/21	
						CORR.TAPE,POST ITS			
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	20.87	06/17/21	
						COPY PAPER			
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	2.43	06/17/21	
						CLIPS,JR LEGAL PADS			
ACCOUNT TOTAL							28.00	.00	28.00
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1972		12/21 AP		05/13/21	0000000	STOREY KENWORTHY	.73	06/17/21	
						LEGAL PADS,RUBBER BANDS			
1972		12/21 AP		05/10/21	0000000	STOREY KENWORTHY	.45	06/17/21	
						CORR.TAPE,POST ITS			
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	3.72	06/17/21	
						COPY PAPER			
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	.62	06/17/21	
						CLIPS,JR LEGAL PADS			
ACCOUNT TOTAL							5.52	.00	5.52
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1963		12/21 AP		05/19/21	0137312	US BANK	100.00	06/08/21	
						IA PROFESSIONAL LIC BUR			
						CPA LIC.RENEW-RODENBECK			
ACCOUNT TOTAL							100.00	.00	100.00
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1963		12/21 AP		04/29/21	0137312	US BANK	420.00	06/08/21	
						GOVERNMENT FINANCE OFFIC			
						VIRTUAL CONF.-RODENBECK			
1963		12/21 AP		04/29/21	0137312	US BANK	450.00	06/08/21	
						IOWA SOCIETY OF CPA			
						GOVT.RNDTBL-RODENBECK			
ACCOUNT TOTAL							870.00	.00	870.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1972		12/21 AP		05/13/21	0000000	STOREY KENWORTHY	19.24	06/17/21	
						DESK ORGANIZER,DESK CADDY			
						RUBBER BANDS,LEGAL PADS			
1972		12/21 AP		05/10/21	0000000	STOREY KENWORTHY	2.23	06/17/21	
						CORR.TAPE,POST ITS			
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	50.65	06/17/21	
						COPY PAPER			
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	3.08	06/17/21	

GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
CLIPS, JR LEGAL PADS									
ACCOUNT TOTAL							75.20	.00	75.20
101-1028-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS									
1972		12/21 AP	06/01/21	0000000		UNITY POINT CLINIC-OCCUPATION	42.00		06/17/21
						PRE-EMPLOY.PHYS-MAY'21			
1972		12/21 AP	05/16/21	0000000		UNITYPOINT HEALTH HOSPITAL	1,084.21		06/17/21
						PRE-EMPLOY.PHYS-JUN'20			
1972		12/21 AP	05/12/21	0000000		MERCYONE WATERLOO MEDICAL CEN	5,520.00		06/17/21
						PRE-EMPLOY.PHYS-APR'21			
1972		12/21 AP	04/11/21	0000000		MERCYONE WATERLOO MEDICAL CEN	2,485.00		06/17/21
						PRE-EMPLOY.PHYS-MAR'21			
2019		12/21 AP	01/04/21	0000000		ALLEN OCCUPATIONAL HEALTH	550.99		06/17/21
						PRE-EMPLOY.PHYS-DEC'20			
1972		12/21 AP	12/18/20	0000000		ALLEN MEMORIAL HOSPITAL-SLC	1,084.21		06/17/21
						PRE-EMPLOY.PHYS-DEC'20			
1972		12/21 AP	04/20/20	0000000		UNITYPOINT HEALTH HOSPITAL	926.60		06/17/21
						PRE-EMPLOY.PHYS-APR'20			
1972		12/21 AP	09/24/19	0000000		ALLEN MEMORIAL HOSPITAL-SLC	1,068.18		06/17/21
						PRE-EMPLOY.PHYS-SEP'19			
ACCOUNT TOTAL							12,761.19	.00	12,761.19
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
2019		12/21 AP	05/31/21	0000000		REGISTER MEDIA	479.30		06/17/21
						JOB AD:LAND SURVEYOR			
						5/30/21 DIGITAL ADV			
2019		12/21 AP	05/31/21	0000000		REGISTER MEDIA	208.35		06/17/21
						JOB AD:LAND SURVEYOR			
						4/25-5/20/21 PACKAGE ADV			
2019		12/21 AP	05/30/21	0000000		COURIER COMMUNICATIONS-ADVERT	54.00		06/17/21
						JOB AD:LAND SURVEYOR			
						COURIER			
1972		12/21 AP	05/26/21	0000000		FEDERAL EXPRESS	24.76		06/17/21
						MAILING TO ENG.CANDIDATE			
2019		12/21 AP	05/25/21	0000000		COURIER COMMUNICATIONS-ADVERT	39.00		06/17/21
						SEARCH BOOST			
						ONLINE			
2019		12/21 AP	05/25/21	0000000		COURIER COMMUNICATIONS-ADVERT	33.00		06/17/21
						JOB AD:REC CENTER-SPRING			
						PULSE			
2019		12/21 AP	05/25/21	0000000		COURIER COMMUNICATIONS-ADVERT	33.00		06/17/21
						JOB AD:REC CENTER-SUMMER			
						PULSE			
2019		12/21 AP	05/23/21	0000000		COURIER COMMUNICATIONS-ADVERT	250.00		06/17/21
						DIGITAL IMPRESS-REC CTR			
						ONLINE			
2019		12/21 AP	05/23/21	0000000		COURIER COMMUNICATIONS-ADVERT	33.00		06/17/21
						JOB AD:REC CENTER-SPRING			
						COURIER			
2019		12/21 AP	05/23/21	0000000		COURIER COMMUNICATIONS-ADVERT	250.00		06/17/21
						DIGITAL IMPRESS-REC CTR			
						ONLINE			
2019		12/21 AP	05/23/21	0000000		COURIER COMMUNICATIONS-ADVERT	33.00		06/17/21
						JOB AD:REC CENTER-SUMMER			
						COURIER			

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
FUND 101 GENERAL FUND									
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued			
1963		12/21	AP	05/20/21	0137312	US BANK	495.00	06/08/21	
						NSPE JOB BOARD			
						JOB AD:LAND SURVEYOR			
1963		12/21	AP	05/19/21	0137312	US BANK	229.00	06/08/21	
						ASSOC CAREER CENTER			
						JOB AD:LAND SURVEYOR			
2019		12/21	AP	05/18/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00	06/17/21	
						PULSE			
2019		12/21	AP	05/18/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00	06/17/21	
						JOB AD:REC CENTER-SPRING			
						PULSE			
2019		12/21	AP	05/16/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00	06/17/21	
						JOB AD:REC CENTER-SPRING			
						COURIER			
2019		12/21	AP	05/16/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00	06/17/21	
						JOB AD:REC CENTER-SUMMER			
						COURIER			
1963		12/21	AP	05/14/21	0137312	US BANK	30.00	06/08/21	
						PAYPAL *SPRINGBOARD			
						JOB AD:TOURISM PROG.MGR			
2019		12/21	AP	05/11/21	0000000	COURIER COMMUNICATIONS-ADVERT	25.00	06/17/21	
						JOB AD:LAND SURVEYOR			
						PULSE			
2019		12/21	AP	05/11/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00	06/17/21	
						JOB AD:REC CENTER-SPRING			
						PULSE			
2019		12/21	AP	05/11/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00	06/17/21	
						JOB AD:REC CENTER-SUMMER			
						PULSE			
1963		12/21	AP	05/10/21	0137312	US BANK	325.00	06/08/21	
						AMERICAN PUBLIC WORKS			
						JOB AD:LAND SURVEYOR			
1963		12/21	AP	05/10/21	0137312	US BANK	295.00	06/08/21	
						ASCE CAREER CENTER			
						JOB AD:LAND SURVEYOR			
2019		12/21	AP	05/09/21	0000000	COURIER COMMUNICATIONS-ADVERT	145.85	06/17/21	
						JOB AD:LAND SURVEYOR			
						ONLINE			
2019		12/21	AP	05/09/21	0000000	COURIER COMMUNICATIONS-ADVERT	25.00	06/17/21	
						JOB AD:LAND SURVEYOR			
						COURIER			
2019		12/21	AP	05/09/21	0000000	COURIER COMMUNICATIONS-ADVERT	450.00	06/17/21	
						30K IMPRESSIONS			
						ONLINE			
2019		12/21	AP	05/09/21	0000000	COURIER COMMUNICATIONS-ADVERT	62.00	06/17/21	
						JOB AD:REC CENTER-SPRING			
						COURIER			
2019		12/21	AP	05/09/21	0000000	COURIER COMMUNICATIONS-ADVERT	62.00	06/17/21	
						JOB AD:REC CENTER-SUMMER			
						COURIER			
1963		12/21	AP	05/07/21	0137312	US BANK	115.49	06/08/21	
						LINKEDIN-658*9030614			
						JOB AD:PRINCIPAL ENGINEER			
1963		12/21	AP	05/07/21	0137312	US BANK	169.45	06/08/21	
						LINKEDIN-658*9030614			
						JOB AD:CIVIL CAD TECH			
1963		12/21	AP	05/06/21	0137312	US BANK	128.35	06/08/21	
						LINKEDIN-658*8056894			
						RECRUITER LITE RENEWAL			
2019		12/21	AP	05/04/21	0000000	COURIER COMMUNICATIONS-ADVERT	33.00	06/17/21	
						JOB AD:REC CENTER-SPRING			
						PULSE			
2019		12/21	AP	05/04/21	0000000	COURIER COMMUNICATIONS-ADVERT	25.00	06/17/21	
						JOB AD:LAND SURVEYOR			
						PULSE			
1963		12/21	AP	04/22/21	0137312	US BANK	264.91	06/08/21	
						LINKEDIN-654*2306994			
						JOB AD:PRINCIPAL ENGINEER			
1963		12/21	AP	04/22/21	0137312	US BANK	267.53	06/08/21	
						LINKEDIN-654*2306994			
						JOB AD:CIVIL CAD TECH			
ACCOUNT TOTAL							4,782.99	.00	4,782.99

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER,	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT ----
FUND 101 GENERAL FUND								
101-1028-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG		
2019		12/21	AP	06/11/21	0000000	CINTAS FIRST AID & SAFETY	14.46	06/17/21
						RESTOCK FIRST AID KIT		
						ACCOUNT TOTAL	14.46	14.46
101-1028-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION		
1963		12/21	AP	04/29/21	0137312	US BANK	315.00	06/08/21
						IOWA SOCIETY OF CPA GOVT RNDTBL-P KOCKLER		
						ACCOUNT TOTAL	315.00	315.00
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES		
1972		12/21	AP	05/13/21	0000000	STOREY KENWORTHY	.24	06/17/21
						RUBBER BANDS, LEGAL PADS		
1972		12/21	AP	05/10/21	0000000	STOREY KENWORTHY	.15	06/17/21
						CORR.TAPE,POST ITS		
1972		12/21	AP	05/03/21	0000000	STOREY KENWORTHY	3.72	06/17/21
						COPY PAPER		
1972		12/21	AP	05/03/21	0000000	STOREY KENWORTHY	.21	06/17/21
						CLIPS,JR LEGAL PADS		
						ACCOUNT TOTAL	4.32	4.32
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES		
1972		12/21	AP	06/01/21	0000000	THOMSON REUTERS - WEST	601.07	06/17/21
						WESTLAW INFORMATION 5/01/21-5/31/21		
						ACCOUNT TOTAL	601.07	601.07
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS		
1993		12/21	AP	06/01/21	0000000	REDFERN,MASON,LARSEN & MOORE,	76.00	06/17/21
						LGL:GREENHILL VILL.9TH AD 05/06-05/27/21		
						PROJECT#: 023006		
2019		12/21	AP	05/27/21	0000000	AHLERS AND COONEY, P.C.	2,224.00	06/17/21
						LGL:INJUCT.&DECLAR.RELIEF 4/15/21-5/03/21		
2019		12/21	AP	05/24/21	0000000	AHLERS AND COONEY, P.C.	223.50	06/17/21
						LGL:GENERAL MATTERS 5/4/21-5/11/21		
						ACCOUNT TOTAL	2,523.50	2,523.50
101-1048-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS		
1972		12/21	AP	05/12/21	0000000	MERCYONE WATERLOO MEDICAL CEN	10,381.00	06/17/21
						POST-EMPLOY.PHYS-APR'21		
1972		12/21	AP	04/11/21	0000000	MERCYONE WATERLOO MEDICAL CEN	4,840.00	06/17/21

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1048-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS						continued			
POST-EMPLOY.PHYS-MAR'21									
ACCOUNT TOTAL							15,221.00	.00	15,221.00
101-1048-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION									
2016		12/21	AP	06/09/21	00000000	STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING	103.50		06/17/21
ACCOUNT TOTAL							103.50	.00	103.50
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1964		12/21	AP	05/17/21	0137312	US BANK	22.49		06/08/21
	AMZN MKTP				US*2L4WW6QM2	SURGE PROTECTOR / TIMER			
1964		12/21	AP	05/10/21	0137312	US BANK	62.16		06/08/21
	AMZN MKTP				US*2L7YK1AFO	LAMINATOR & POUCHES			
1964		12/21	AP	05/06/21	0137312	US BANK	12.99		06/08/21
	AMZN MKTP				US*UM7650W63 AM	AAA BATTERIES			
1964		12/21	AP	05/03/21	0137312	US BANK	4.88		06/08/21
	AMZN MKTP				US*S150P7P73	FINGERTIP MOISTENERS			
1964		12/21	AP	04/28/21	0137312	US BANK	43.09		06/08/21
	AMAZON.COM*9Z2MU5E53 AMZN					MAILING TUBE & BUBLE WRAP			
1964		12/21	AP	04/21/21	0137312	US BANK	50.54		06/08/21
	AMAZON.COM*QM4M68EN3					PAINTER'S TAPE & LABEL			
ACCOUNT TOTAL							196.15	.00	196.15
101-1060-423.72-75 OPERATING SUPPLIES / DISPLAY									
1964		12/21	AP	05/13/21	0137312	US BANK	153.32		06/08/21
	VISTAPR*VISTAPRINT.COM					BUILDING CLOSED SIGNS			
ACCOUNT TOTAL							153.32	.00	153.32
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE									
1964		12/21	AP	04/26/21	0137312	US BANK	22.00		06/08/21
	USPS PO 1814940913					POSTAGE STAMPS			
ACCOUNT TOTAL							22.00	.00	22.00
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1964		12/21	AP	05/12/21	0137312	US BANK	70.00		06/08/21
	INT*QUICKBOOKS ONLINE					QUICKBOOKS MONTHLY SUB.			
1964		12/21	AP	04/26/21	0137312	US BANK	599.88		06/08/21
	ADOBE CREATIVE CLOUD					ADOBE SUITE RENEWAL 4 MAC			
ACCOUNT TOTAL							669.88	.00	669.88

GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1964		12/21 AP		04/22/21	0137312	US BANK AMAZON.COM*WR4132ID3 ADULT BOOKS (MEM RAPP)	19.99		06/08/21
ACCOUNT TOTAL							19.99	.00	19.99
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1964		12/21 AP		05/20/21	0137312	US BANK AMAZON.COM*2R41651P1 FOTL:YA-QUART ZIPLOC BAGS	38.62		06/08/21
1964		12/21 AP		05/17/21	0137312	US BANK AMZN MKTP US*2L5880220 FOTL:YA-SAFETY PINS,	87.52		06/08/21
1964		12/21 AP		05/07/21	0137312	US BANK AMZN MKTP US*QI7BY47I3 FOTL:COLAB-WIRE CUTTERS	8.99		06/08/21
1964		12/21 AP		04/30/21	0137312	US BANK AMZN MKTP US*MT1LA4YQ3 FOTL:MARKTING-IPAD TRIPOD	23.39		06/08/21
1964		12/21 AP		04/30/21	0137312	US BANK AMZN MKTP US*MT1LA4YQ3 FOTL:YOUTH-GLUE STICKS	20.97		06/08/21
1964		12/21 AP		04/28/21	0137312	US BANK CRICUT FOTL:COLAB-CRICUT BLADES	25.98		06/08/21
1964		12/21 AP		04/28/21	0137312	US BANK AMZN MKTP US*6P36900T3 FOTL:COLAB-SOIL & POTS	95.76		06/08/21
1964		12/21 AP		04/28/21	0137312	US BANK AMZN MKTP US*KZ26Z4KZ3 FOTL:COLAB-PLANT ID TAGS	11.98		06/08/21
1964		12/21 AP		04/26/21	0137312	US BANK AMZN MKTP US*GL9JR2A03 FOTL:COLAB-ROLLING CASES	101.58		06/08/21
1964		12/21 AP		04/26/21	0137312	US BANK AMZN MKTP US*057FX0GF3 AM FOTL:COLAB-PORITION CUPS	10.99		06/08/21
1964		12/21 AP		04/26/21	0137312	US BANK AMZN MKTP US*057FX0GF3 AM FOTL:YOUTH-CARDSTOCK	38.37		06/08/21
1964		12/21 AP		04/26/21	0137312	US BANK AMZN MKTP US*R74N62PB3 FOTL:YOUTH-PIPE CLEANERS,	55.43		06/08/21
1964		12/21 AP		04/21/21	0137312	US BANK TEA CELLAR FOTL:ADULT-GIFT CERT.(12)	60.00		06/08/21
ACCOUNT TOTAL							579.58	.00	579.58
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
1964		12/21 AP		05/20/21	0137312	US BANK WM SUPERCENTER #753 BERG 2 RMB SLP '21-	13.16		06/08/21
1964		12/21 AP		05/19/21	0137312	US BANK AMZN MKTP US*2R95D1A31 BERG 2 RMB SLP '21-	9.99		06/08/21
1964		12/21 AP		05/18/21	0137312	US BANK AMZN MKTP US*2L2KV29V0 BERG 2 RMB SLP '21-SUN	50.70		06/08/21
1964		12/21 AP		05/18/21	0137312	US BANK AMZN MKTP US*2L3TM87P0 BERG 2 RMB SLP '21-COINS,	310.82		06/08/21
1964		12/21 AP		05/17/21	0137312	US BANK AMZN MKTP US*2R5H61FX1 BERG 2 RMB SLP '21-BLUE	5.89		06/08/21
1964		12/21 AP		05/17/21	0137312	US BANK	11.98		06/08/21

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-34 MISCELLANEOUS SERVICES /						ENDOWMENT SUPPORTED PROG.	continued		
1964		AMZN MKTP	US*2R5HF8FS1	12/21 AP	05/17/21 0137312	US BANK	5.89		06/08/21
						BERG 2 RMB SLP '21-RED			
1964		AMZN MKTP	US*2L9HE2B52	12/21 AP	05/17/21 0137312	US BANK	468.52		06/08/21
						BERG 2 RMB SLP '21-BLUE			
1964		AMZN MKTP	US*2L44172T0	12/21 AP	05/13/21 0137312	US BANK	40.00		06/08/21
						BERG 2 RMB SLP '21-CUPS,			
1964			SIGNS BY TOMORROW	12/21 AP	05/10/21 0137312	US BANK	20.95		06/08/21
						RAY 2 RMB GARDEN BEDS-			
1964		AMZN MKTP	US*2L4YR4X51	12/21 AP	05/04/21 0137312	US BANK	68.93		06/08/21
						BERG 2 RMB SLP '21-FELT			
			MENARDS CEDAR FALLS IA			RAY 2 RMB GARDEN BEDS-			
ACCOUNT TOTAL							1,006.83	.00	1,006.83
101-1060-423.93-01 EQUIPMENT / EQUIPMENT									
1964				12/21 AP	05/17/21 0137312	US BANK	33.98		06/08/21
			AMAZON.COM*2L5JG62Z0			POWER ADAPTER FOR PHONES			
1964				12/21 AP	05/07/21 0137312	US BANK	31.24		06/08/21
			AMZN MKTP US*S37KN0U03			IPAD USB-C TO ETHERNET			
ACCOUNT TOTAL							65.22	.00	65.22
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
1964				12/21 AP	05/10/21 0137312	US BANK	34.84		06/08/21
			AMZN MKTP US*MQ32L5W13			GOO GONE WIPES			
1964				12/21 AP	05/05/21 0137312	US BANK	722.65		06/08/21
			GIH*GLOBALINDUSTRIALEQ			BASKET CARTS FOR BOOKS			
ACCOUNT TOTAL							757.49	.00	757.49
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1964				12/21 AP	05/18/21 0137312	US BANK	7.99		06/08/21
			AMAZON.COM*2L8KR1I60 AMZN			ADULT BOOKS			
1964				12/21 AP	05/18/21 0137312	US BANK	42.78		06/08/21
			AMAZON.COM*2L41H6IV0 AMZN			ADULT BOOKS			
1964				12/21 AP	05/17/21 0137312	US BANK	21.78		06/08/21
			AMAZON.COM*2R0IJ54U1 AMZN			ADULT BOOKS			
1964				12/21 AP	05/17/21 0137312	US BANK	15.39		06/08/21
			AMAZON.COM*2L4JQ7QW2 AMZN			ADULT BOOKS			
1964				12/21 AP	05/17/21 0137312	US BANK	11.97		06/08/21
			AMAZON.COM*2L4V468F2			ADULT BOOKS			
1964				12/21 AP	05/13/21 0137312	US BANK	13.49		06/08/21
			AMAZON.COM*2L1WZ5901 AMZN			ADULT BOOKS			
1964				12/21 AP	05/13/21 0137312	US BANK	23.18		06/08/21
			AMAZON.COM*2L2WR29X1			ADULT BOOKS			
1964				12/21 AP	05/10/21 0137312	US BANK	6.99		06/08/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
						AMAZON.COM*AMILS4VO3 AMZN				
1964				12/21	AP 05/10/21 0137312	US BANK	28.58			06/08/21
						AMAZON.COM*UV1CU04J3 AMZN				
1964				12/21	AP 05/10/21 0137312	US BANK	15.03			06/08/21
						AMAZON.COM*2L2G368L1 AMZN				
1964				12/21	AP 05/10/21 0137312	US BANK	38.91			06/08/21
						AMAZON.COM*2L9FU33L0 AMZN				
1964				12/21	AP 05/03/21 0137312	US BANK	30.00			06/08/21
						AMAZON.COM*Y056P9123				
1964				12/21	AP 05/03/21 0137312	US BANK	12.95			06/08/21
						AMZN MKTP US*3Q2FI7873				
1964				12/21	AP 04/30/21 0137312	US BANK	27.17			06/08/21
						AMAZON.COM*SJ6Z35KS3				
1964				12/21	AP 04/28/21 0137312	US BANK	53.32			06/08/21
						AMAZON.COM*M00YS6VL3 AMZN				
1964				12/21	AP 04/27/21 0137312	US BANK	14.39			06/08/21
						AMAZON.COM*BN1CP03J3 AMZN				
1964				12/21	AP 04/27/21 0137312	US BANK	19.29			06/08/21
						AMAZON.COM*U32RX2SH3 AMZN				
1964				12/21	AP 04/27/21 0137312	US BANK	26.33			06/08/21
						AMAZON.COM*RH92K37M3				
1964				12/21	AP 04/27/21 0137312	US BANK	14.99			06/08/21
						AMAZON.COM*F431P5VT3				
1964				12/21	AP 04/26/21 0137312	US BANK	47.08			06/08/21
						AMAZON.COM*FJ7UJ8XC3 AMZN				
1964				12/21	AP 04/23/21 0137312	US BANK	37.38			06/08/21
						AMAZON.COM*9K8VN2743				
1964				12/21	AP 04/22/21 0137312	US BANK		.01		06/08/21
						AMAZON.COM				
						ADULT BOOKS REFUND				
						ACCOUNT TOTAL	508.99	.01	508.98	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1964				12/21	AP 05/19/21 0137312	US BANK	16.57			06/08/21
						AMZN MKTP US*2L6EN1RNO				
1964				12/21	AP 05/17/21 0137312	US BANK	16.49			06/08/21
						AMAZON.COM*2R92J44S1 AMZN				
1964				12/21	AP 05/07/21 0137312	US BANK	10.34			06/08/21
						AMAZON.COM*7E2VZ9AT3 AMZN				
1964				12/21	AP 05/04/21 0137312	US BANK	26.98			06/08/21
						AMAZON.COM*AS4WP3VE3				
1964				12/21	AP 04/30/21 0137312	US BANK	90.30			06/08/21
						AMAZON.COM*SJ6Z35KS3				
1964				12/21	AP 04/27/21 0137312	US BANK	9.99			06/08/21
						AMAZON.COM*BN1CP03J3 AMZN				
1964				12/21	AP 04/22/21 0137312	US BANK		9.99		06/08/21
						AMZN MKTP US				
						YOUTH BOOKS REFUND				
						ACCOUNT TOTAL	170.67	9.99	160.68	

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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-24						MISCELLANEOUS SERVICES / ADULT AUDIO				
1964		12/21 AP		05/03/21	0137312	US BANK	10.99			06/08/21
						AMAZON.COM*IU2WS5073 AMZN				
						ADULT CD MUSIC				
						ACCOUNT TOTAL	10.99	.00		10.99
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1964		12/21 AP		05/13/21	0137312	US BANK	17.96			06/08/21
						AMAZON.COM*2L28W2XE0				
						ADULT VIDEOS				
1964		12/21 AP		05/04/21	0137312	US BANK	24.95			06/08/21
						AMAZON.COM*2L29I0ND1				
						ADULT VIDEOS				
						ACCOUNT TOTAL	42.91	.00		42.91
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO										
1964		12/21 AP		05/20/21	0137312	US BANK	13.99			06/08/21
						AMAZON.COM*2R02P1EH1 AMZN				
						YOUTH VIDEOS				
1964		12/21 AP		05/20/21	0137312	US BANK	19.97			06/08/21
						AMZN MKTP US*2L3JT8YY0				
						YOUTH VIDEOS				
1964		12/21 AP		05/13/21	0137312	US BANK	15.98			06/08/21
						AMAZON.COM*2L2858XX0				
						YOUTH VIDEOS				
						ACCOUNT TOTAL	49.94	.00		49.94
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS										
1964		12/21 AP		05/03/21	0137312	US BANK	32.37			06/08/21
						AMAZON.COM*D12PQ2EI3				
						GUITAR STRINGS				
1964		12/21 AP		05/03/21	0137312	US BANK	9.99			06/08/21
						AMZN MKTP US*VR6L30943				
						WATERPROOF BAGS				
						ACCOUNT TOTAL	42.36	.00		42.36
101-1061-423.93-01 EQUIPMENT / EQUIPMENT										
1964		12/21 AP		04/26/21	0137312	US BANK	15.20			06/08/21
						AMZN MKTP US*GL9JR2AO3				
						HOTSPOT CHARGER				
						ACCOUNT TOTAL	15.20	.00		15.20
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1972		12/21 AP		05/13/21	0000000	STOREY KENWORTHY	.24			06/17/21
						RUBBER BANDS, LEGAL PADS				
1972		12/21 AP		05/10/21	0000000	STOREY KENWORTHY	.15			06/17/21
						CORR.TAPE,POST ITS				
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	3.72			06/17/21
						COPY PAPER				

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT ----
FUND 101 GENERAL FUND								
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES	continued	
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	.21	06/17/21
						CLIPS, JR LEGAL PADS		
ACCOUNT TOTAL						4.32	.00	4.32
101-1118-441.81-25						PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.		
1998		12/21 AP		05/10/21	0000000	AWARDS, GIFTS & ENGRAVING	573.52	06/17/21
						AWARDS-BUSINESS & INDUSTR		
		PROJECT#:		014000				
ACCOUNT TOTAL						573.52	.00	573.52
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES		
1972		12/21 AP		05/13/21	0000000	STOREY KENWORTHY	.24	06/17/21
						RUBBER BANDS, LEGAL PADS		
1972		12/21 AP		05/10/21	0000000	STOREY KENWORTHY	76.65	06/17/21
						DOCUMENT COVERS, POST ITS		
						CORR TAPE		
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	3.72	06/17/21
						COPY PAPER		
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	.21	06/17/21
						CLIPS, JR LEGAL PADS		
ACCOUNT TOTAL						80.82	.00	80.82
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE		
1990		12/21 AP		06/08/21	0000000	O'LOUGHLIN, JIM	350.00	06/17/21
						EDIT/PUBLISH HONORARIUM		
						NUHN BOOK - CFCE GRANT		
1990		12/21 AP		06/07/21	0000000	SYRACUSE UNIVERSITY	1,000.00	06/17/21
						PARTIAL EXHIBITION FEE		
						BERG FUNDING		
1963		12/21 AP		05/20/21	0137312	US BANK	75.27	06/08/21
						HOBBY-LOBBY #0135		
						BANDANAS FOR BLOCK PARTY		
1963		12/21 AP		05/19/21	0137312	US BANK	44.91	06/08/21
						WAL-MART #0753		
						TYE DYE FOR BLOCK PARTY		
ACCOUNT TOTAL						1,470.18	.00	1,470.18
101-1199-431.88-01						OUTSIDE AGENCIES / MET - CF DISABLED		
2036		12/21 AP		06/30/21	0000000	METROPOLITAN TRANSIT AUTHORIT	1,569.56	06/17/21
						PAYMENT FOR FY21-FINAL		
ACCOUNT TOTAL						1,569.56	.00	1,569.56
101-1199-431.88-02						OUTSIDE AGENCIES / MET-RTC		
2036		12/21 AP		06/30/21	0000000	METROPOLITAN TRANSIT AUTHORIT	1,046.37	06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC						continued				
PAYMENT FOR FY21-FINAL										
ACCOUNT TOTAL							1,046.37	.00	1,046.37	
101-1199-431.88-11 OUTSIDE AGENCIES / MET TRANSIT AUTHORITY										
2036		12/21 AP		06/30/21	0000000	METROPOLITAN TRANSIT AUTHORIT	14,866.69		06/17/21	
PAYMENT FOR FY21-FINAL										
ACCOUNT TOTAL							14,866.69	.00	14,866.69	
101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT										
2036		12/21 AP		06/30/21	0000000	VEHICLE MAINTENANCE FUND	254.79		06/17/21	
PAYMENT FOR FY21-FINAL										
ACCOUNT TOTAL							254.79	.00	254.79	
101-1199-431.88-19 OUTSIDE AGENCIES / MET-ROUTE 9										
2036		12/21 AP		06/30/21	0000000	METROPOLITAN TRANSIT AUTHORIT	1,549.33		06/17/21	
PAYMENT FOR FY21-FINAL										
ACCOUNT TOTAL							1,549.33	.00	1,549.33	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2019		12/21 AP		06/11/21	0000000	COURIER LEGAL COMMUNICATIONS	37.22		06/17/21	
ORD.2991-PRKG@ PLACE2PLAY										
2019		12/21 AP		06/10/21	0000000	COURIER LEGAL COMMUNICATIONS	8.55		06/17/21	
CS-NTC.OF APPT-C.FORD										
2019		12/21 AP		06/07/21	0000000	MUNICIPAL CODE CORPORATION	450.00		06/17/21	
ANNUAL SUPPORT FEE						06/01/21-05/31/22				
1972		12/21 AP		05/26/21	0000000	COURIER LEGAL COMMUNICATIONS	557.25		06/17/21	
5/17/21 CC MTG.MINS/BILLS										
1972		12/21 AP		05/25/21	0000000	COURIER LEGAL COMMUNICATIONS	66.52		06/17/21	
PH NTC-CDBG & HOME-ANNUAL						ACTION PLAN #1 NOTICE				
1972		12/21 AP		05/24/21	0000000	COURIER LEGAL COMMUNICATIONS	293.25		06/17/21	
2020 SALARY PUBLICATION										
1972		12/21 AP		05/21/21	0000000	COURIER LEGAL COMMUNICATIONS	19.62		06/17/21	
PH NTC-OAK PK-SAN SEWER						PLANS ETC				
1972		12/21 AP		05/21/21	0000000	COURIER LEGAL COMMUNICATIONS	14.59		06/17/21	
PH NTC-ASHWORTH DR PROJEC						ACQUISITIONS				
1972		12/21 AP		05/21/21	0000000	COURIER LEGAL COMMUNICATIONS	19.62		06/17/21	
PH NTC-W 27TH ST SAN SEWR						PLANS ETC				
ACCOUNT TOTAL							1,466.62	.00	1,466.62	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-1199-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
1972		12/21	AP	05/13/21	0000000	STOREY KENWORTHY	.24		06/17/21
						RUBBER BANDS, LEGAL PADS			
1972		12/21	AP	05/10/21	0000000	STOREY KENWORTHY	.15		06/17/21
						CORR.TAPE,POST ITS			
1972		12/21	AP	05/03/21	0000000	STOREY KENWORTHY	2.98		06/17/21
						COPY PAPER			
1972		12/21	AP	05/03/21	0000000	STOREY KENWORTHY	.21		06/17/21
						CLIPS,JR LEGAL PADS			
						ACCOUNT TOTAL	3.58	.00	3.58
101-2205-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1998		12/21	AP	05/20/21	0000000	STOREY KENWORTHY	5.00		06/17/21
						PENS			
1998		12/21	AP	05/13/21	0000000	STOREY KENWORTHY	2.75		06/17/21
						STENO BOOKS			
1998		12/21	AP	05/10/21	0000000	STOREY KENWORTHY	1.60		06/17/21
						POST ITS, HIGHLIGHTERS			
1998		12/21	AP	05/10/21	0000000	STOREY KENWORTHY	4.53		06/17/21
						FILLER PAPER			
						ACCOUNT TOTAL	13.88	.00	13.88
101-2205-432.72-19						OPERATING SUPPLIES / PRINTING			
1972		12/21	AP	05/03/21	0000000	STOREY KENWORTHY	7.45		06/17/21
						COPY PAPER			
						ACCOUNT TOTAL	7.45	.00	7.45
101-2235-412.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1993		12/21	AP	05/27/21	0000000	STOREY KENWORTHY	16.23		06/17/21
						BINDER CLIPS,STAPLES, NOTEBOOK,FOLDERS,POST-ITS			
1993		12/21	AP	05/27/21	0000000	STOREY KENWORTHY	16.76		06/17/21
						COPY PAPER			
1998		12/21	AP	05/20/21	0000000	STOREY KENWORTHY	2.85		06/17/21
						HANGING FOLDERS			
1993		12/21	AP	05/13/21	0000000	STOREY KENWORTHY	4.38		06/17/21
						BATTERIES			
1998		12/21	AP	05/13/21	0000000	STOREY KENWORTHY	13.12		06/17/21
						DIVIDERS,MARKERS,TAPE, SHEET PROTECTORS			
1998		12/21	AP	05/10/21	0000000	STOREY KENWORTHY	4.65		06/17/21
						FLAG PAGEMARK			
						ACCOUNT TOTAL	57.99	.00	57.99

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-2235-412.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			
1963		12/21	AP	05/05/21	0137312	US BANK	164.95		06/08/21
						INT'L CODE COUNCIL INC			
						CODE BOOKS			
ACCOUNT TOTAL							164.95	0.00	164.95
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS									
1998		12/21	AP	05/20/21	0000000	SERVICEWEAR APPAREL, INC.	43.48		06/17/21
						ZIP SWEATSHIRT-J.CASTLE			
1998		12/21	AP	05/20/21	0000000	SERVICEWEAR APPAREL, INC.	43.48		06/17/21
						ZIP SWEATSHIRT-J.CRAIG			
1998		12/21	AP	05/20/21	0000000	SERVICEWEAR APPAREL, INC.	86.96		06/17/21
						ZIP SWEATSHIRTS-J.MAI			
1998		12/21	AP	05/20/21	0000000	SERVICEWEAR APPAREL, INC.	43.48		06/17/21
						ZIP SWEATSHIRT-J.WARDELL			
1998		12/21	AP	05/20/21	0000000	SERVICEWEAR APPAREL, INC.	43.48		06/17/21
						ZIP SWEATSHIRT-G.REKWARD			
1998		12/21	AP	05/20/21	0000000	SERVICEWEAR APPAREL, INC.	43.48		06/17/21
						ZIP SWEATSHIRT-J.HENDERSON			
1998		12/21	AP	05/20/21	0000000	SERVICEWEAR APPAREL, INC.	3.50		06/17/21
						UNIFORM PACK CHARGES			
ACCOUNT TOTAL							307.86	0.00	307.86
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									
1998		12/21	AP	06/10/21	0000000	PARKADE PRINTER, INC.	150.49		06/17/21
						INSPECT. OBSERVATION FORM			
1998		12/21	AP	06/03/21	0000000	PARKADE PRINTER, INC.	195.00		06/17/21
						APPRVD FOR BACK FILL TAG			
						INSPECTIONS			
ACCOUNT TOTAL							345.49	0.00	345.49
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2019		12/21	AP	06/11/21	0000000	CINTAS FIRST AID & SAFETY	2.44		06/17/21
						RESTOCK FIRST AID KIT			
ACCOUNT TOTAL							2.44	0.00	2.44
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1998		12/21	AP	05/20/21	0000000	STOREY KENWORTHY	18.82		06/17/21
						PENS			
1998		12/21	AP	05/17/21	0000000	STOREY KENWORTHY	16.80		06/17/21
						BINDERS			
1998		12/21	AP	05/13/21	0000000	STOREY KENWORTHY	10.33		06/17/21
						STENO BOOKS			
1998		12/21	AP	05/10/21	0000000	STOREY KENWORTHY	6.04		06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
POST ITS, HIGHLIGHTERS										
ACCOUNT TOTAL							51.99	.00	51.99	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY COPY PAPER	14.90		06/17/21	
ACCOUNT TOTAL							14.90	.00	14.90	
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1963		12/21 AP		05/17/21	0137312	US BANK AMERICAN PLANNING A MEMBERSHIP-M PEZLEY	372.00		06/08/21	
ACCOUNT TOTAL							372.00	.00	372.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1992		12/21 AP		06/11/21	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	26.76		06/17/21	
1963		12/21 AP		05/04/21	0137312	US BANK LAMINATOR.COM LAMINATION SHEETS	32.78		06/08/21	
ACCOUNT TOTAL							59.54	.00	59.54	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										
1963		12/21 AP		04/23/21	0137312	US BANK ON DECK SPORTS REFUND OF TAX		36.75	06/08/21	
ACCOUNT TOTAL							.00	36.75	36.75-	
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS										
1992		12/21 AP		06/14/21	0000000	PAPA JOHN'S PIZZA FALLS CONCESSION	45.00		06/17/21	
1992		12/21 AP		06/14/21	0000000	PAPA JOHN'S PIZZA FALLS CONCESSION	45.00		06/17/21	
1992		12/21 AP		06/14/21	0000000	PAPA JOHN'S PIZZA FALLS CONCESSION	37.50		06/17/21	
1992		12/21 AP		06/13/21	0000000	PAPA JOHN'S PIZZA FALLS CONCESSION	45.00		06/17/21	
1992		12/21 AP		06/13/21	0000000	PAPA JOHN'S PIZZA FALLS CONCESSION	22.50		06/17/21	
1992		12/21 AP		06/13/21	0000000	PAPA JOHN'S PIZZA FALLS CONCESSION	45.00		06/17/21	
1992		12/21 AP		06/12/21	0000000	PAPA JOHN'S PIZZA FALLS CONCESSION	45.00		06/17/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued				
1992				12/21	AP 06/12/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/12/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/11/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/11/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION MYERS-COX COMPANY	1,038.62			06/17/21
1992				12/21	AP 06/10/21 0000000	CONCESSIONS ATLANTIC COCA-COLA	477.45			06/17/21
1992				12/21	AP 06/10/21 0000000	CONCESSIONS PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/10/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	37.50			06/17/21
1992				12/21	AP 06/09/21 0000000	FALLS CONCESSION DIPPIN' DOTS, LLC	1,303.32			06/17/21
1992				12/21	AP 06/09/21 0000000	CONCESSIONS PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/08/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/07/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1992				12/21	AP 06/07/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	37.50			06/17/21
1992				12/21	AP 06/07/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1989				12/21	AP 06/05/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1989				12/21	AP 06/05/21 0000000	FALLS CONCESSION PIZZA PAPA JOHN'S PIZZA	25.65			06/17/21
1992				12/21	AP 06/04/21 0000000	FALLS CONCESSION PIZZA PAPA JOHN'S PIZZA	45.00			06/17/21
1989				12/21	AP 06/03/21 0000000	FALLS CONCESSION PAPA JOHN'S PIZZA	45.00			06/17/21
1989				12/21	AP 06/03/21 0000000	FALLS CONCESSION PIZZA PAPA JOHN'S PIZZA	22.50			06/17/21
1989				12/21	AP 06/03/21 0000000	FALLS CONCESSION PIZZA PAPA JOHN'S PIZZA				06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-41						OPERATING SUPPLIES / THE FALLS CONCESSIONS				
1989		12/21	AP	06/02/21	0000000	PAPA JOHN'S PIZZA	25.65			06/17/21
						FALLS CONCESSION PIZZA				
1989		12/21	AP	06/02/21	0000000	PAPA JOHN'S PIZZA	45.00			06/17/21
						FALLS CONCESSION PIZZA				
1989		12/21	AP	06/01/21	0000000	PAPA JOHN'S PIZZA	48.15			06/17/21
						FALLS CONCESSION PIZZA				
1989		12/21	AP	06/01/21	0000000	PAPA JOHN'S PIZZA	48.15			06/17/21
						FALLS CONCESSION PIZZA				
1984		12/21	AP	05/31/21	0000000	PAPA JOHN'S PIZZA	22.50			06/17/21
						FALLS CONCESSION PIZZA				
1984		12/21	AP	05/31/21	0000000	PAPA JOHN'S PIZZA	22.50			06/17/21
						FALLS CONCESSION PIZZA				
1984		12/21	AP	05/31/21	0000000	PAPA JOHN'S PIZZA	15.00			06/17/21
						FALLS CONCESSION PIZZA				
1984		12/21	AP	05/31/21	0000000	PAPA JOHN'S PIZZA	22.50			06/17/21
						FALLS CONCESSION PIZZA				
						ACCOUNT TOTAL	4,241.99	.00		4,241.99
101-2253-423.72-42						OPERATING SUPPLIES / SWIM LESSON SUPPLIES				
1963		12/21	AP	05/14/21	0137312	US BANK	26.79			06/08/21
						JONES & BARTLETT LEARNING				
						CPR/AED EBOOKS				
						ACCOUNT TOTAL	26.79	.00		26.79
101-2253-423.72-44						OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS				
1963		12/21	AP	05/18/21	0137312	US BANK	2,755.50			06/08/21
						DIRECT FITNESS SOLUTIONS				
						FITNESS EQUIP FOR REC				
1963		12/21	AP	04/30/21	0137312	US BANK	6.00			06/08/21
						HY-VEE CEDAR FALLS 1052				
						WATER FOR FITNESS EVENT				
1963		12/21	AP	04/28/21	0137312	US BANK	382.59			06/08/21
						KEISER CORPORATION				
						PARTS,BELT KIT,KNOBS				
						ACCOUNT TOTAL	3,144.09	.00		3,144.09
101-2253-423.72-50						OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES				
1963		12/21	AP	05/19/21	0137312	US BANK	189.33			06/08/21
						4ALLPROMOS				
						SPECIAL EVENT REC SWAG				
1963		12/21	AP	05/17/21	0137312	US BANK	182.00			06/08/21
						ANYPROMO.COM				
						SPECIAL EVENT REC SWAG				
1963		12/21	AP	05/17/21	0137312	US BANK	9.38			06/08/21
						O DONNELL ACE HARDWARE				
						PAINT FOR CORNHOLE BOARD				
1963		12/21	AP	05/14/21	0137312	US BANK	19.00			06/08/21
						STICKER MULE				
						SPECIAL EVENT REC SWAG				
1963		12/21	AP	05/13/21	0137312	US BANK	112.50			06/08/21
						STICKER MULE				
						HANDOUT SWAG-STICKERS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES						continued			
ACCOUNT TOTAL							512.21	.00	512.21
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS									
1992		12/21 AP		06/11/21	0000000	ACCO UNLIMITED CORPORATION	749.10		06/17/21
POOL CHEMICALS									
1989		12/21 AP		06/04/21	0000000	ACCO UNLIMITED CORPORATION	502.70		06/17/21
POOL CHEMICALS									
1989		12/21 AP		05/31/21	0000000	ACCO UNLIMITED CORPORATION	896.80		06/17/21
POOL CHEMICALS									
ACCOUNT TOTAL							2,148.60	.00	2,148.60
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1984		12/21 AP		05/31/21	0000000	CITY LAUNDERING CO.	30.00		06/17/21
REC CENTER FLOOR MATS									
ACCOUNT TOTAL							30.00	.00	30.00
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1992		12/21 AP		06/14/21	0000000	CITY LAUNDERING CO.	30.00		06/17/21
REC CENTER FLOOR RUGS									
ACCOUNT TOTAL							30.00	.00	30.00
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
1992		12/21 AP		06/10/21	0000000	PLUMB TECH INC.	1,063.29		06/17/21
REPAIR WATERLINE/HEATER									
1992		12/21 AP		06/08/21	0000000	CINTAS FIRST AID & SAFETY	77.07		06/17/21
RESTOCK FIRST AID KIT									
1984		12/21 AP		06/03/21	0000000	KEYSTONE LABORATORIES, INC.	46.50		06/17/21
JUNE WATER TEST FALLS									
1984		12/21 AP		06/01/21	0000000	PLUMB TECH INC.	218.52		06/17/21
ZERO DEPTH FILL VALVE									
1989		12/21 AP		05/26/21	0000000	HUPP ELECTRIC MOTORS	3,225.00		06/17/21
WATERSLIDE PUMP REPAIR									
1989		12/21 AP		05/26/21	0000000	PLUMB TECH INC.	8,527.33		06/17/21
SHOWER HEATER									
1963		12/21 AP		05/18/21	0137312	US BANK	19.98		06/08/21
O DONNELL ACE HARDWARE									
AAA BATTERIES FOR FALLS									
1963		12/21 AP		05/17/21	0137312	US BANK	76.14		06/08/21
O DONNELL ACE HARDWARE									
NUTS, BOLTS, BLADE RECLIP									
1963		12/21 AP		05/12/21	0137312	US BANK	27.52		06/08/21
O DONNELL ACE HARDWARE									
LADDER TREAD REPAIR									
1963		12/21 AP		05/12/21	0137312	US BANK	19.69		06/08/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.						continued				
						O DONNELL ACE HARDWARE				
1963				12/21	AP 05/12/21 0137312	US BANK	24.99			06/08/21
						FARM & FLT OF CEDAR FLS				
1963				12/21	AP 05/10/21 0137312	US BANK	35.88			06/08/21
						FARM & FLT OF CEDAR FLS				
1963				12/21	AP 05/10/21 0137312	US BANK	33.99			06/08/21
						O DONNELL ACE HARDWARE				
1963				12/21	AP 05/05/21 0137312	US BANK	19.86			06/08/21
						O DONNELL ACE HARDWARE				
1963				12/21	AP 05/03/21 0137312	US BANK	74.95			06/08/21
						MENARDS CEDAR FALLS IA				
						FLOOD GUARDS FOR POOL				
						ACCOUNT TOTAL	13,490.71	0.00		13,490.71
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1990				12/21	AP 05/24/21 0000000	STOREY KENWORTHY	53.40			06/17/21
						PENS, POSTITS,XACTO KNIFE				
1963				12/21	AP 05/18/21 0137312	US BANK	35.39			06/08/21
						AMZN MKTP US*2L7YA1DS2				
1990				12/21	AP 05/17/21 0000000	STOREY KENWORTHY	134.13			06/17/21
						TAPE & LABELS				
1963				12/21	AP 05/14/21 0137312	US BANK	24.99			06/08/21
						UNI BOOKSTORE				
						T SQUARE				
						ACCOUNT TOTAL	247.91	0.00		247.91
101-2280-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1963				12/21	AP 05/10/21 0137312	US BANK	33.56			06/08/21
						AMAZON.COM*2L5L940Y0 AMZN				
1963				12/21	AP 05/07/21 0137312	US BANK		20.57		06/08/21
						AMZN DIGITAL				
1963				12/21	AP 05/07/21 0137312	US BANK	20.57			06/08/21
						AMZN DIGITAL*UJ6067TT3				
						ACCOUNT TOTAL	54.13	20.57		33.56
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
1963				12/21	AP 05/10/21 0137312	US BANK	73.10			06/08/21
						MENARDS WATERLOO IA				
1963				12/21	AP 05/10/21 0137312	US BANK	3.16			06/08/21
						MICHAELS #9490				
1963				12/21	AP 05/07/21 0137312	US BANK	27.00			06/08/21
						DOLLAR TREE				
1963				12/21	AP 05/07/21 0137312	US BANK	63.30			06/08/21
						MICHAELS #9490				
1963				12/21	AP 05/05/21 0137312	US BANK	22.00			06/08/21
						TATTOO, FELT AND OTHER				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES							continued			
						DOLLAR TREE WATER,CUPS,BAKING SODA,				
1963		12/21 AP		05/03/21	0137312	US BANK	311.31			06/08/21
						DISCOUNTSCH 8006272829 PAINT,MARKERS,CHALK,CUT				
1963		12/21 AP		04/30/21	0137312	US BANK	5.97			06/08/21
						COPYWORKS CEDAR FALLS TRANSPARANCIES FOR CLASS				
1963		12/21 AP		04/30/21	0137312	US BANK	26.00			06/08/21
						DOLLAR TREE VINEGAR,JARS,STICKERS				
1963		12/21 AP		04/23/21	0137312	US BANK	40.01			06/08/21
						DBC*BLICK ART MATERIAL PHOTO EMULSION,INK PADS				
1963		12/21 AP		04/23/21	0137312	US BANK	74.93			06/08/21
						WAL-MART #0753 TAPE,COTTON BALLS,GOOGLY				
1963		12/21 AP		04/23/21	0137312	US BANK	19.00			06/08/21
						DOLLARTREE PLASTIC BOTTLES,POM POMS				
						ACCOUNT TOTAL	665.78	.00	665.78	
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
1963		12/21 AP		05/19/21	0137312	US BANK	238.00			06/08/21
						EARL MAY 130 GARDEN POTS				
1963		12/21 AP		05/13/21	0137312	US BANK	20.00			06/08/21
						SQ *BANCROFT'S FLOWERS FLOWERS FOR RECEPTION				
1963		12/21 AP		05/03/21	0137312	US BANK	224.85			06/08/21
						THE HOME DEPOT #2101 PATIO LIGHTS				
						ACCOUNT TOTAL	482.85	.00	482.85	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
1963		12/21 AP		05/07/21	0137312	US BANK	47.25			06/08/21
						BUSY BEAVER BUTTON CO. FIRST FIFTY PINS				
1963		12/21 AP		05/05/21	0137312	US BANK	10.35			06/08/21
						MICHAELS STORES 1246 CLAYPOTS FOR MOTHERS DAY				
						ACCOUNT TOTAL	57.60	.00	57.60	
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
1963		12/21 AP		04/27/21	0137312	US BANK	106.60			06/08/21
						THE UPS STORE 5617 RETURN SHIPPING TEACHER				
						ACCOUNT TOTAL	106.60	.00	106.60	
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1990		12/21 AP		05/25/21	0000000	BUILDERS SELECT LLC	5.78			06/17/21
						ANCHORS - PATIO LIGHTS				
1995		12/21 AP		05/25/21	0000000	O'DONNELL ACE HARDWARE	7.17			06/17/21
						BOLTS				

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued			
ACCOUNT TOTAL							12.95	.00	12.95
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1990		12/21	AP	06/01/21	0000000	CITY LAUNDERING CO.	29.30		06/17/21
RUG SERVICE									
1963		12/21	AP	04/26/21	0137312	US BANK	155.00		06/08/21
SWANK MOTION PICTURES IN EARTH DAY DOCUMENTARY									
ACCOUNT TOTAL							184.30	.00	184.30
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION									
1990		12/21	AP	06/03/21	0000000	KAREN'S PRINT-RITE	43.00		06/17/21
SOLANGE ROBERDEAU BOOKLET									
1990		12/21	AP	06/01/21	0000000	KAREN'S PRINT-RITE	265.00		06/17/21
SOLANGE ROBERDEAU POSTCAR									
ACCOUNT TOTAL							308.00	.00	308.00
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
1963		12/21	AP	05/10/21	0137312	US BANK	12.95		06/08/21
CANVA* 03050-12182396 MONTHLY FEE FOR MARKETING									
1963		12/21	AP	05/07/21	0137312	US BANK	2.96		06/08/21
FACEBK R2T6Q47YN2 SUMMER CLASS ADS									
1963		12/21	AP	05/03/21	0137312	US BANK	12.04		06/08/21
FACEBK 67SSK4BYN2 ADS FOR CLASSES									
ACCOUNT TOTAL							27.95	.00	27.95
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS									
1963		12/21	AP	05/10/21	0137312	US BANK	8.00		06/08/21
DPJ*IOWA STATE MUSEUMS BOOK									
1963		12/21	AP	05/10/21	0137312	US BANK	8.00		06/08/21
DPJ*IOWA STATE MUSEUMS BOOK									
1963		12/21	AP	05/10/21	0137312	US BANK	8.00		06/08/21
DPJ*IOWA STATE MUSEUMS BOOK									
1963		12/21	AP	05/10/21	0137312	US BANK	8.00		06/08/21
DPJ*IOWA STATE MUSEUMS BOOK									
ACCOUNT TOTAL							32.00	.00	32.00
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1963		12/21	AP	05/13/21	0137312	US BANK	56.00		06/08/21
TST* VERVE KOMBUCHA KOMBUCHA FOR RECEPTION									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued				
1963		12/21 AP	05/03/21	0137312	US BANK			93.64		06/08/21
		PATIO CONTRACT			RETURN OF SALES TAX					
1963		12/21 AP	04/26/21	0137312	US BANK	1,431.34				06/08/21
		PATIO CONTRACT			UMBRELLAS FOR PATIO.					
ACCOUNT TOTAL							1,487.34	93.64		1,393.70
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1972		12/21 AP	05/13/21	0000000	STOREY KENWORTHY	.98				06/17/21
		RUBBER BANDS, LEGAL PADS								
1972		12/21 AP	05/10/21	0000000	STOREY KENWORTHY	.59				06/17/21
		CORR.TAPE,POST ITS								
1972		12/21 AP	05/03/21	0000000	STOREY KENWORTHY	7.45				06/17/21
		COPY PAPER								
1972		12/21 AP	05/03/21	0000000	STOREY KENWORTHY	.82				06/17/21
		CLIPS,JR LEGAL PADS								
ACCOUNT TOTAL							9.84	.00		9.84
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
2015		12/21 AP	06/14/21	0000000	CITY LAUNDERING CO.	21.00				06/17/21
		TOWELS;MATS-PSS BUILDING								
2015		12/21 AP	05/31/21	0000000	CITY LAUNDERING CO.	21.00				06/17/21
		TOWELS;MATS-PSS BUILDING								
ACCOUNT TOTAL							42.00	.00		42.00
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
2015		12/21 AP	05/19/21	0000000	FEDERAL EXPRESS	18.70				06/17/21
		SHIP TO PK SAFETY SUPPLY			4-GAS METERS FOR REPAIRS					
ACCOUNT TOTAL							18.70	.00		18.70
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS										
1963		12/21 AP	04/21/21	0137312	US BANK	36.26				06/08/21
		WAL-MART #0753			BEDDING FOR FIRE					
ACCOUNT TOTAL							36.26	.00		36.26
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
2016		12/21 AP	06/07/21	0000000	CINTAS FIRST AID & SAFETY	9.76				06/17/21
		RESTOCK FD FIRST AID KIT								
1963		12/21 AP	05/18/21	0137312	US BANK	101.00				06/08/21
		SIGNS BY TOMORROW			TABLE CLOTH-DISPLAY					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES						continued				
1963		12/21 AP		05/05/21	0137312	US BANK	153.54			06/08/21
						ANNUAL SERVICE AWARDS				
1963		12/21 AP		04/26/21	0137312	US BANK	22.98			06/08/21
						LAUNDRY BASKETS				
ACCOUNT TOTAL							287.28	.00		287.28
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1963		12/21 AP		05/03/21	0137312	US BANK	556.75			06/08/21
						HAMPTON INN IOWA CITY				
1963		12/21 AP		04/23/21	0137312	US BANK	6.18			06/08/21
						CASEYS GEN STORE 2816				
ACCOUNT TOTAL							562.93	.00		562.93
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2015		12/21 AP		06/10/21	0000000	MENARDS-CEDAR FALLS	14.04			06/17/21
						FIRE TRAINING SUPPLIES				
2015		12/21 AP		06/10/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			06/17/21
						ZACHARY LADAGE				
2015		12/21 AP		06/10/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			06/17/21
						AUSTIN LECHTENBERG				
2015		12/21 AP		06/10/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			06/17/21
						RETEST-SCOTT DOUGAN				
ACCOUNT TOTAL							164.04	.00		164.04
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2015		12/21 AP		05/13/21	0000000	WERTJES UNIFORMS	105.98			06/17/21
						JOSH GETZ				
2015		12/21 AP		05/04/21	0000000	WERTJES UNIFORMS	186.98			06/17/21
						KELLI YATES				
2015		12/21 AP		04/19/21	0000000	WERTJES UNIFORMS	168.00			06/17/21
						KELLI YATES				
ACCOUNT TOTAL							460.96	.00		460.96
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2016		12/21 AP		06/03/21	0000000	STOREY KENWORTHY	2.56			06/17/21
						PAPER CLIPS				
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	7.45			06/17/21
						COPY PAPER				
ACCOUNT TOTAL							10.01	.00		10.01

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
FUND 101 GENERAL FUND									
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
2015		12/21	AP	06/14/21	0000000	CITY LAUNDERING CO.	21.00		06/17/21
						TOWELS;MATS-PSS BUILDING			
2016		12/21	AP	06/07/21	0000000	SHRED-IT USA	61.56		06/17/21
						ON-SITE DOC. DESTRUCTION			
2016		12/21	AP	06/07/21	0000000	TICKET #8068195925 CINTAS FIRST AID & SAFETY	13.75		06/17/21
						RESTOCK PD FIRST AID KIT			
2016		12/21	AP	06/01/21	0000000	THOMSON REUTERS - WEST	285.65		06/17/21
						INVESTIGATIVE SOFTWARE			
2015		12/21	AP	05/31/21	0000000	05/01/21-05/31/21 CITY LAUNDERING CO.	21.00		06/17/21
						TOWELS;MATS-PSS BUILDING			
2016		12/21	AP	05/31/21	0000000	L & M TRANSMISSION	50.00		06/17/21
						TOW PD#12			
2016		12/21	AP	05/31/21	0000000	L & M TRANSMISSION	50.00		06/17/21
						TOW & STORE-SILVER DODGE			
2016		12/21	AP	05/26/21	0000000	IQK 386-FARMERS MARKET RASMUSSON CO., THE	50.00		06/17/21
						MOVE FORD F150 TO IMPOUND			
1963		12/21	AP	05/18/21	0137312	#21-040866;1302 WALNUT ST US BANK	101.00		06/08/21
						SIGNS BY TOMORROW			
1963		12/21	AP	05/14/21	0137312	TABLE CLOTH-DISPLAY US BANK	441.80		06/08/21
						DASH MEDICAL GLOVES			
1963		12/21	AP	05/13/21	0137312	2 CS. BLACK MAXX GLOVES US BANK	5.99		06/08/21
						MICHAELS STORES 1246			
1963		12/21	AP	05/12/21	0137312	FRAMES-CERTIFICATES;ILEA US BANK	23.96		06/08/21
						MICHAELS STORES 1246			
2016		12/21	AP	05/10/21	0000000	FRAMES-CERTIFICATES;ILEA RASMUSSON CO., THE	50.00		06/17/21
						MOVE SNOWMOBILES/TRLR.-PW			
1963		12/21	AP	05/05/21	0137312	FROM 110 LINCOLN TO P.W. US BANK	230.31		06/08/21
						FIREAWARDS.COM			
1963		12/21	AP	04/27/21	0137312	ANNUAL SERVICE AWARDS US BANK	16.84		06/08/21
						WM SUPERCENTER #753			
1963		12/21	AP	04/22/21	0137312	PD KITCHEN SUPPLIES US BANK	12.74		06/08/21
						WAL-MART #0753			
2016		12/21	AP	04/10/21	0000000	SCALE-RX DRUG TAKE BACK RASMUSSON CO., THE	50.00		06/17/21
						MOVE DODGE RAM TO IMPOUND			
						#21-027709;CF KWIK STAR			
						ACCOUNT TOTAL	1,485.60	.00	1,485.60
101-5521-415.72-08						CAMERA & PHOTO EQUIPMENT			
1963		12/21	AP	05/17/21	0137312	US BANK	220.25		06/08/21
						SIRCHIE FINGER PRINT LABO			
						EVIDENCE BOXES;COLL.TUBES			
						ACCOUNT TOTAL	220.25	.00	220.25
101-5521-415.72-20						OFFICERS EQUIPMENT			
2016		12/21	AP	05/27/21	0000000	KIESLER'S POLICE SUPPLY, INC.	1,749.00		06/17/21
						DUTY PISTOLS-4			
2016		12/21	AP	05/17/21	0000000	NEW PSO'S WERTJES UNIFORMS	72.57		06/17/21

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ---
FUND 101 GENERAL FUND									
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued			
						OPT.EQUIP.-HINGED CUFFS			
2016				12/21 AP 04/27/21	0000000	WERTJES UNIFORMS	145.14		06/17/21
						NICK PULS			
						OPT.EQUIP.-HINGED CUFFS			
2016				12/21 AP 04/19/21	0000000	WERTJES UNIFORMS	72.57		06/17/21
						RYAN BELLIS			
						OPT.EQUIP.-HINGED CUFFS			
2016				12/21 AP 04/19/21	0000000	WERTJES UNIFORMS	16.00		06/17/21
						BRIAN JOHANNSEN			
						OPT.EQUIP.-LIGHT HOLDER			
2016				12/21 AP 03/04/21	0000000	WERTJES UNIFORMS	39.99		06/17/21
						BRIAN JOHANNSEN			
						RADIO EAR PIECE			
						CEDRIC DANILSON			
ACCOUNT TOTAL							2,095.27	.00	2,095.27
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM									
2016				12/21 AP 03/23/21	0000000	WERTJES UNIFORMS	84.00		06/17/21
						UNIFORM ALLOWANCE-PANTS			
						TYLER GRIFFIN			
2016				12/21 AP 03/23/21	0000000	WERTJES UNIFORMS	43.00		06/17/21
						INNER BELT			
						TYLER GRIFFIN			
ACCOUNT TOTAL							127.00	.00	127.00
101-5521-415.72-34 OPERATING SUPPLIES / COMM. SERV OFFICER PROG.									
2016				12/21 AP 04/20/21	0000000	WERTJES UNIFORMS	669.90		06/17/21
						CSO JOB SHIRTS			
ACCOUNT TOTAL							669.90	.00	669.90
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
1963				12/21 AP 05/18/21	0137312	US BANK	12.16		06/08/21
						THE UPS STORE 5189			
						SHIP EXAMS TO STANARD			
ACCOUNT TOTAL							12.16	.00	12.16
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2016				12/21 AP 06/02/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	50.00		06/17/21
						TRANSFER OF MMPI			
						JOSH MIXDORF			
2016				12/21 AP 06/02/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	450.00		06/17/21
						EVALUATION OF MMPI			
						SNYDER/SAGER/Z.ANDERSEN			
1963				12/21 AP 05/17/21	0137312	US BANK	715.97		06/08/21
						PAYPAL *AMERICAN FR			
						MATBOARD AND FRAMES FOR			
ACCOUNT TOTAL							1,215.97	.00	1,215.97
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2016				12/21 AP 06/09/21	0000000	SECRETARY, STATE OF IOWA	30.00		06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS						continued				
						RENEW NOTARY-KELLI YATES				
2016				12/21	AP 06/07/21 0000000	SECRETARY, STATE OF IOWA	30.00			06/17/21
						NOTARY APPL.-JODI HARN				
						ACCOUNT TOTAL	60.00	.00	60.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1963				12/21	AP 05/17/21 0137312	US BANK	158.65			06/08/21
						THE OTHER PLACE EDALE				
1963				12/21	AP 05/13/21 0137312	US BANK	152.75			06/08/21
						MEALS-FIREARMS TRAINING				
						THE OTHER PLACE EDALE				
1963				12/21	AP 05/11/21 0137312	US BANK		15.91		06/08/21
						ISLE WATERLOO BREW BROTHE				
						CREDIT-MEAL-TAX CHARGED				
1963				12/21	AP 05/06/21 0137312	US BANK	15.00			06/08/21
						ISLE WATERLOO BREW BROTHE				
						MEAL-ILEA;HAWKEYE				
1963				12/21	AP 05/06/21 0137312	US BANK	322.56			06/08/21
						AMERICINN OF NEWTON				
						HTL.-ASP CERT.-HERNANDEZ				
1963				12/21	AP 05/05/21 0137312	US BANK	15.91			06/08/21
						ISLE WATERLOO BREW BROTHE				
						MEAL-ILEA;HAWKEYE				
1963				12/21	AP 04/21/21 0137312	US BANK	165.93			06/08/21
						FREDDY'S 50-0002				
						MEALS-IN-SERVICE TRAINING				
						ACCOUNT TOTAL	830.80	15.91	814.89	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1963				12/21	AP 05/04/21 0137312	US BANK	199.00			06/08/21
						STREETCOP				
						REG: SURV.TACT.-P.RUSSELL				
1963				12/21	AP 04/28/21 0137312	US BANK	135.00			06/08/21
						IOWA POLICE CHIEFS ASSOCI				
						REG:2021 IPCA ANNUAL CONF				
						ACCOUNT TOTAL	334.00	.00	334.00	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2016				12/21	AP 05/10/21 0000000	WERTJES UNIFORMS	50.90			06/17/21
						UNIF.ALLOW-SHIRTS;PATCHES				
						STEPHANIE MOORE				
2016				12/21	AP 05/10/21 0000000	WERTJES UNIFORMS	190.50			06/17/21
						UNIF.ALLOW-SHORTS;PANTS				
						ETHAN SCHULTZEN				
2016				12/21	AP 05/05/21 0000000	WERTJES UNIFORMS	315.98			06/17/21
						UNIF.ALLOW.-PANTS;BOOTS				
						MIKE HAYES				
2016				12/21	AP 05/05/21 0000000	WERTJES UNIFORMS	159.97			06/17/21
						UNIF.ALLOW-SHIRTS;PATCHES				
						MIKE HAYES				
2016				12/21	AP 05/04/21 0000000	WERTJES UNIFORMS	57.99			06/17/21
						UNIFORM ALLOWANCE-PANTS				
						CEDRIC DANIELSON				
2016				12/21	AP 04/26/21 0000000	WERTJES UNIFORMS	243.99			06/17/21
						UNIFORM ALLOWANCE-PANTS+				
						BROOKE HEUER				
2016				12/21	AP 04/22/21 0000000	WERTJES UNIFORMS	49.00			06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued				
						UNIFORM ALLOWANCE-POLO				
						BRIAN JOHANNSEN				
2016				12/21	AP 04/12/21 0000000	WERTJES UNIFORMS	57.95			06/17/21
						UNIF.ALLOW.-GLOVES;SOX				
						DUSANKA DEVIC				
2016				12/21	AP 04/08/21 0000000	WERTJES UNIFORMS	94.00			06/17/21
						UNIFORM ALLOWANCE-POLOS				
						MATT BELZ				
2016				12/21	AP 04/07/21 0000000	WERTJES UNIFORMS	262.00			06/17/21
						UNIF.ALLOW.-POLOS;PANTS				
						PRESTON RUSSELL				
2016				12/21	AP 04/06/21 0000000	WERTJES UNIFORMS	267.35			06/17/21
						UNIF.ALLOW.-POLOS;JACKET+				
						MIKE HAISLET				
2016				12/21	AP 03/31/21 0000000	WERTJES UNIFORMS	333.00			06/17/21
						DRESS HATS AND BANDS				
						PROMOTIONS				
2016				12/21	AP 03/23/21 0000000	WERTJES UNIFORMS	143.97			06/17/21
						UNIFORM ALLOWANCE-POLOS				
						TYLER LENOX				
2016				12/21	AP 02/25/21 0000000	WERTJES UNIFORMS	224.95			06/17/21
						UNIF.ALLOW.-PANTS;POLOS+				
						KRISTI HANSON				
2016				12/21	AP 02/22/21 0000000	WERTJES UNIFORMS	168.00			06/17/21
						UNIFORM ALLOWANCE-PANTS				
						BRANDON MADSEN				
2016				12/21	AP 02/18/21 0000000	WERTJES UNIFORMS	106.00			06/17/21
						UNIFORM ALLOWANCE-SWEATER				
						STEPHANIE MOORE				
2016				12/21	AP 02/18/21 0000000	WERTJES UNIFORMS	258.49			06/17/21
						UNIF.ALLOW.-BOOTS;SHIRT+				
						JON GERZEMA				
						ACCOUNT TOTAL	2,984.04	0.00	2,984.04	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
2016				12/21	AP 06/09/21 0000000	CEDAR BEND HUMANE SOCIETY	3,852.00			06/17/21
						MAY'21 ANIMAL SURRENDER				
						ACCOUNT TOTAL	3,852.00	0.00	3,852.00	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1995				12/21	AP 05/27/21 0000000	UTILITY EQUIPMENT COMPANY	186.60			06/17/21
						PIPE, COUPLINGS				
1961				12/21	AP 05/25/21 0000000	DIAMOND VOGEL PAINT - #52	40.02			06/17/21
						PAINT MAUSOLEUM DOOR				
1971				12/21	AP 05/17/21 0000000	OLESON SOD COMPANY	57.50			06/17/21
						SOD FOR GRAVES				
1971				12/21	AP 05/17/21 0000000	OLESON SOD COMPANY	375.00			06/17/21
						SOD FOR GRAVES				
1971				12/21	AP 05/13/21 0000000	STOKES WELDING	76.85			06/17/21
						GLOVES FOR STOCK				
1971				12/21	AP 04/30/21 0000000	NAPA AUTO PARTS	25.56			06/17/21
						PARTS & EXPENSES APR'21				
						ACCOUNT TOTAL	761.53	0.00	761.53	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1995		12/21	AP	05/28/21	0000000	O'DONNELL ACE HARDWARE	8.69		06/17/21
	PROJECT#:				062501	PAINT BRUSH			
1971		12/21	AP	05/27/21	0000000	MARTIN BROS.DISTRIBUTING	91.62		06/17/21
	PROJECT#:				062507	TOWELS, TISSUES, LINERS, SOAP, BOWL CLEANER			
1971		12/21	AP	05/27/21	0000000	MARTIN BROS.DISTRIBUTING	91.62		06/17/21
	PROJECT#:				062505	TOWELS, TISSUES, LINERS, SOAP, BOWL CLEANER			
1971		12/21	AP	05/27/21	0000000	MARTIN BROS.DISTRIBUTING	920.18		06/17/21
	PROJECT#:				062514	TOWELS, LINERS, TISSUES, SOAP, BOWL CLEANER			
1961		12/21	AP	05/26/21	0000000	ECHO GROUP, INC.	48.95		06/17/21
	PROJECT#:				062506	CABLE TIES			
1995		12/21	AP	05/26/21	0000000	O'DONNELL ACE HARDWARE	25.37		06/17/21
	PROJECT#:				062503	PAINT BRUSHES, LINERS			
1971		12/21	AP	05/24/21	0000000	MARTIN BROS.DISTRIBUTING	299.40		06/17/21
	PROJECT#:				062503	SOAP, LINERS, TISSUES, URINAL SCREEN			
1971		12/21	AP	05/24/21	0000000	MARTIN BROS.DISTRIBUTING	252.94		06/17/21
	PROJECT#:				062506	SOAP, LINERS, TISSUES, URINAL SCREEN			
1971		12/21	AP	05/24/21	0000000	MARTIN BROS.DISTRIBUTING	501.62		06/17/21
	PROJECT#:				062507	SOAP, LINERS, TISSUES, URINAL SCREEN			
1971		12/21	AP	05/24/21	0000000	MARTIN BROS.DISTRIBUTING	149.83		06/17/21
	PROJECT#:				062511	SOAP, LINERS, TISSUES, URNIAL SCREEN			
1961		12/21	AP	05/21/21	0000000	ECHO GROUP, INC.	128.45		06/17/21
	PROJECT#:				062503	LIGHT BALLAST			
1961		12/21	AP	05/19/21	0000000	ECHO GROUP, INC.	173.40		06/17/21
	PROJECT#:				062503	LIGHT BULBS			
1963		12/21	AP	05/13/21	0137312	US BANK	25.97		06/08/21
	PROJECT#:				062507	AMZN MKTP US*2L1HS7I61 AM FASTENERS			
1963		12/21	AP	05/11/21	0137312	US BANK	31.49		06/08/21
	PROJECT#:				062503	AMZN MKTP US*2L6098DK1 SIGN BLANKS			
1963		12/21	AP	05/11/21	0137312	US BANK	45.98		06/08/21
	PROJECT#:				062511	AMZN MKTP US*2L7MZ0PQ0 CORD CHANNELS FOR DESKS			
1963		12/21	AP	05/04/21	0137312	US BANK	28.98		06/08/21
	PROJECT#:				062511	AMZN MKTP US*2L1AC93W1 WIRE RACEWAY			
1971		12/21	AP	04/30/21	0000000	NAPA AUTO PARTS	284.06		06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT

FUND 101 GENERAL FUND

101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued
 PARTS & EXPENSES APR'21

ACCOUNT TOTAL 3,108.55 .00 3,108.55

101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT

1995		12/21 AP		06/04/21	0000000	O'DONNELL ACE HARDWARE	56.67		06/17/21
						PLIERS AND GFI OUTLETS			
	PROJECT#:				062506				
1971		12/21 AP		05/18/21	0000000	MARTIN BROS.DISTRIBUTING	566.07		06/17/21
						FLOOR SCRUBBER CHARGER			
	PROJECT#:				062506				
1963		12/21 AP		05/05/21	0137312	US BANK	152.98		06/08/21
						USA CLEAN INC FLOOR SCRUBBER REPAIR			
	PROJECT#:				062515				
1963		12/21 AP		04/27/21	0137312	US BANK	222.04		06/08/21
						USA CLEAN INC SWEEPER FILTERS			
	PROJECT#:				062503				

ACCOUNT TOTAL 997.76 .00 997.76

101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR

1995		12/21 AP		06/03/21	0000000	O'DONNELL ACE HARDWARE	13.69		06/17/21
						LIGHT SWITCH			
	PROJECT#:				062503				
1995		12/21 AP		05/31/21	0000000	INTECONNEX	380.00		06/17/21
						DOOR CONTROLLER REPAIR			
	PROJECT#:				062515				
1995		12/21 AP		05/26/21	0000000	O'DONNELL ACE HARDWARE	16.24		06/17/21
						DRAIN REPAIR PARTS CLAMPS,VINYL TUBES			
	PROJECT#:				062501				
1961		12/21 AP		05/24/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	576.20		06/17/21
						HVAC REPAIR			
	PROJECT#:				062501				
1971		12/21 AP		05/20/21	0000000	MENARDS-CEDAR FALLS	11.78		06/17/21
						THREADED ROD			
	PROJECT#:				062507				
1963		12/21 AP		05/18/21	0137312	US BANK	20.23		06/08/21
						AMAZON.COM*2L2M02IH0 AMZN ELECTRICAL CORD			
	PROJECT#:				062509				
1995		12/21 AP		05/18/21	0000000	VAN METER, INC.	153.89		06/17/21
						SCULPTURE LIGHTS			
	PROJECT#:				062505				
1961		12/21 AP		05/12/21	0000000	KW ELECTRIC, INC.	186.99		06/17/21
						SUMP PUMP ELECTRICAL UPGRADE			
	PROJECT#:				062511				
1961		12/21 AP		05/05/21	0000000	GROSSE STEEL CO., INC.	77.00		06/17/21
						EXTERIOR DRAIN COVER			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
PROJECT#: 062506										
1961		12/21 AP		05/04/21	0000000	AIRE SERV.OF THE CEDAR VALLEY HVAC REPAIR	375.00			06/17/21
PROJECT#: 062505										
1963		12/21 AP		04/23/21	0137312	US BANK	14.01			06/08/21
PROJECT#: 062509										
ACCOUNT TOTAL							1,825.03	.00		1,825.03
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
1971		12/21 AP		06/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	24.00			06/17/21
PROJECT#: 062508										
1971		12/21 AP		06/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	47.29			06/17/21
PROJECT#: 062511										
1971		12/21 AP		06/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	168.50			06/17/21
PROJECT#: 062506										
1971		12/21 AP		06/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	25.00			06/17/21
PROJECT#: 062505										
1971		12/21 AP		06/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			06/17/21
PROJECT#: 062510										
1971		12/21 AP		06/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	80.00			06/17/21
PROJECT#: 062506										
1971		12/21 AP		06/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			06/17/21
PROJECT#: 062510										
ACCOUNT TOTAL							374.79	.00		374.79
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
1961		12/21 AP		06/01/21	0000000	CITY LAUNDERING CO.	20.00			06/17/21
PROJECT#: 062501										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	3,700.00			06/17/21
PROJECT#: 062501										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	1,448.00			06/17/21
PROJECT#: 062505										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	7,000.00			06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS							continued			
PROJECT#: 062507										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	3,000.00		06/17/21	
JANITORIAL SERVICES										
PROJECT#: 062511										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	624.00		06/17/21	
JANITORIAL SERVICES										
PROJECT#: 062509										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	3,268.00		06/17/21	
JANITORIAL SERVICES										
PROJECT#: 062503										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	770.00		06/17/21	
JANITORIAL SERVICES										
PROJECT#: 062508										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	1,664.00		06/17/21	
JANITORIAL SERVICES										
PROJECT#: 062506										
1961		12/21 AP		06/01/21	0000000	FRESH START CLEANING SOLUTION	400.00		06/17/21	
JANITORIAL SERVICES										
PROJECT#: 062515										
1971		12/21 AP		05/17/21	0000000	O'KEEFE ELEVATOR-THYSSENKRUPP	147.99		06/17/21	
ELEVATOR CONTRACT										
PROJECT#: 062501										
1971		12/21 AP		05/17/21	0000000	O'KEEFE ELEVATOR-THYSSENKRUPP	147.99		06/17/21	
ELEVATOR CONTRACT										
PROJECT#: 062503										
1971		12/21 AP		05/17/21	0000000	O'KEEFE ELEVATOR-THYSSENKRUPP	147.99		06/17/21	
ELEVATOR CONTRACT										
PROJECT#: 062505										
1971		12/21 AP		05/17/21	0000000	O'KEEFE ELEVATOR-THYSSENKRUPP	148.02		06/17/21	
ELEVATOR CONTRACT										
PROJECT#: 062511										
ACCOUNT TOTAL							22,485.99	.00	22,485.99	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
1995		12/21 AP		05/12/21	0000000	VAN METER, INC.	808.00		06/17/21	
LED LIGHTS										
PROJECT#: 062506										
ACCOUNT TOTAL							808.00	.00	808.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1993		12/21 AP		05/27/21	0000000	STOREY KENWORTHY	21.37		06/17/21	
BINDER CLIPS, STAPLES, NOTEBOOK, FOLDERS, POST-ITS										
1993		12/21 AP		05/27/21	0000000	STOREY KENWORTHY	16.76		06/17/21	
COPY PAPER										
1998		12/21 AP		05/20/21	0000000	STOREY KENWORTHY	3.75		06/17/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
						HANGING FOLDERS				
1993		12/21 AP		05/13/21	0000000	STOREY KENWORTHY	5.77			06/17/21
						BATTERIES				
1998		12/21 AP		05/13/21	0000000	STOREY KENWORTHY	17.28			06/17/21
						DIVIDERS, MARKERS, TAPE, SHEET PROTECTORS				
						ACCOUNT TOTAL	64.93	0.00		64.93
101-6625-432.72-16 OPERATING SUPPLIES / TOOLS										
1963		12/21 AP		04/23/21	0137312	US BANK	19.97			06/08/21
						THE HOME DEPOT #2101 ENGINEERING HAMMER				
						ACCOUNT TOTAL	19.97	0.00		19.97
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2019		12/21 AP		06/11/21	0000000	CINTAS FIRST AID & SAFETY	2.44			06/17/21
						RESTOCK FIRST AID KIT				
						ACCOUNT TOTAL	2.44	0.00		2.44
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1963		12/21 AP		05/07/21	0137312	US BANK	59.98			06/08/21
						THE HOME DEPOT #2101 LADDER				
1963		12/21 AP		04/29/21	0137312	US BANK	728.00			06/08/21
						ALLEN PRECISION EQUIPMENT METERED MAGNETIC LOCATOR				
						ACCOUNT TOTAL	787.98	0.00		787.98
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
1993		12/21 AP		05/24/21	0000000	MIDAMERICAN ENERGY	10.16			06/17/21
						FINCHFORD RIVER GAUGE 04/23/21-05/24/21				
						ACCOUNT TOTAL	10.16	0.00		10.16
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1963		12/21 AP		05/19/21	0137312	US BANK	70.00			06/08/21
						E-VERIFILE.COM RAILROAD CERTIFICATION				
						ACCOUNT TOTAL	70.00	0.00		70.00
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1995		12/21 AP		06/04/21	0000000	O'DONNELL ACE HARDWARE	42.99			06/17/21
						PAINT				

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
			CD	DATE	NUMBER					
FUND 101 GENERAL FUND										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued
2009		12/21	AP	06/04/21	0000000	WAPSIE PINES LAWN CARE/LANDSC	135.92			06/17/21
						PLANTS				
1995		12/21	AP	06/03/21	0000000	O'DONNELL ACE HARDWARE	14.06			06/17/21
						PAINT BRUSHES				
1995		12/21	AP	06/02/21	0000000	ZIMCO SUPPLY CO.	437.00			06/17/21
						LAWN CHEMICALS				
1995		12/21	AP	05/31/21	0000000	CULLIGAN WATER CONDITIONING	28.60			06/17/21
						WATER FOR 606 UNION RD				
2009		12/21	AP	05/28/21	0000000	FASTENAL COMPANY	59.34			06/17/21
						NUTS AND BOLTS				
1995		12/21	AP	05/26/21	0000000	MENARDS-CEDAR FALLS	128.94			06/17/21
						STAIN				
1995		12/21	AP	05/26/21	0000000	MENARDS-CEDAR FALLS	13.24			06/17/21
						DAWN, COBBLESTONE QT				
1995		12/21	AP	05/26/21	0000000	O'DONNELL ACE HARDWARE	66.06			06/17/21
						SPRAYER, KNIVES, GLOVES				
1995		12/21	AP	05/25/21	0000000	O'DONNELL ACE HARDWARE	83.96			06/17/21
						YARD RAKES				
1995		12/21	AP	05/25/21	0000000	O'DONNELL ACE HARDWARE	15.68			06/17/21
						CABLE TIES				
2009		12/21	AP	05/25/21	0000000	FASTENAL COMPANY	51.76			06/17/21
						ANCHOR BOLTS				
1971		12/21	AP	05/21/21	0000000	MARTIN BROS. DISTRIBUTING	223.16			06/17/21
						TOILET PAPER STOCK				
1995		12/21	AP	05/21/21	0000000	TESTAMERICA LABORATORIES, INC	21.00			06/17/21
						WATER TEST ISLAND PARK				
1995		12/21	AP	05/21/21	0000000	WAPSIE PINES LAWN CARE/LANDSC	377.93			06/17/21
						PLANTS				
1961		12/21	AP	05/19/21	0000000	BENTON BUILDING CENTER	12.56			06/17/21
						DRILL BIT STOCK				
1961		12/21	AP	05/19/21	0000000	FOSTER'S, INC.	97.72			06/17/21
						POTTING SOIL				
1995		12/21	AP	05/19/21	0000000	WAPSIE PINES LAWN CARE/LANDSC	136.49			06/17/21
						PLANTS				
1995		12/21	AP	05/19/21	0000000	WAPSIE PINES LAWN CARE/LANDSC	1,550.15			06/17/21
						TREES				
1961		12/21	AP	05/13/21	0000000	DIAMOND VOGEL PAINT - #52	259.68			06/17/21
						PAINT-PFEIFFER SHELTER				
1995		12/21	AP	05/13/21	0000000	BENTON BUILDING CENTER	17.06			06/17/21
						CABINET AND DRILL BIT				
1961		12/21	AP	05/10/21	0000000	BUILDERS SELECT LLC	33.98			06/17/21
						BENCH REPAIR				
1961		12/21	AP	05/10/21	0000000	KAY PARK REC CORP.	28.40			06/17/21
						BENCH REPAIR				
1995		12/21	AP	05/10/21	0000000	STOKES WELDING	130.00			06/17/21
						(FRANK DARRAH)				
1963		12/21	AP	05/05/21	0137312	US BANK	69.99			06/08/21
						FARM & FLT OF CEDAR FLS				
1961		12/21	AP	05/04/21	0000000	HENDRICKSON, JOHN M.	425.00			06/17/21

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
BEAVER TRAPPING									
1971		12/21	AP	04/30/21	0000000	NAPA AUTO PARTS	738.21		06/17/21
PARTS & EXPENSES APR'21									
ACCOUNT TOTAL							5,198.88	.00	5,198.88
FUND TOTAL							145,288.36	176.87	145,111.49
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
2009		12/21	AP	06/02/21	0000000	MENARDS-CEDAR FALLS	26.99		06/17/21
MAILBOX POST									
ACCOUNT TOTAL							26.99	.00	26.99
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1963		12/21	AP	04/28/21	0137312	US BANK	279.98		06/08/21
FARM & FLT OF CEDAR FLS						CHEST WADERS			
ACCOUNT TOTAL							279.98	.00	279.98
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
2009		12/21	AP	06/08/21	0000000	GIERKE-ROBINSON COMPANY, INC.	117.48		06/17/21
CONCRETE PIGMENT CURE						HAND SPRAYERS			
2009		12/21	AP	06/05/21	0000000	ASPRO, INC.	210.32		06/17/21
HOT MIX ASPHALT									
2009		12/21	AP	06/05/21	0000000	ASPRO, INC.	174.24		06/17/21
HOT MIX ASPHALT									
1995		12/21	AP	06/04/21	0000000	GIERKE-ROBINSON COMPANY, INC.	224.48		06/17/21
EXPANSION FOR PLACE TO						PLAY PARKING LOT			
1961		12/21	AP	06/03/21	0000000	BUILDERS SELECT LLC	21.49		06/17/21
LUMBER FOR FORMS AT PLACE						TO PLAY PARKING LOT			
PROJECT#:	023156								
2009		12/21	AP	06/03/21	0000000	BENTON'S READY MIX CONCRETE,	3,751.00		06/17/21
CONCRETE-PLACE TO PLAY						PARKING LOT-ALGONQUIN			
PROJECT#:	023156								
1961		12/21	AP	06/02/21	0000000	BUILDERS SELECT LLC	28.99		06/17/21
LUMBER FOR FORMS AT PLACE						TO PLAY PARKING LOT			
PROJECT#:	023156								
1971		12/21	AP	06/02/21	0000000	O'DONNELL ACE HARDWARE	29.95		06/17/21
BAG CONCRETE FOR PATCH									
1961		12/21	AP	06/01/21	0000000	BUILDERS SELECT LLC	91.98		06/17/21
LUMBER FOR FORMS AT PLACE						TO PLAY PARKING LOT			
PROJECT#:	023156								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS							continued			
1971		12/21 AP		06/01/21	0000000	O'DONNELL ACE HARDWARE	59.90			06/17/21
						BAG CONCRETE FOR PATCH				
1971		12/21 AP		06/01/21	0000000	O'DONNELL ACE HARDWARE	6.69			06/17/21
						EXPAND FOAM				
2009		12/21 AP		05/31/21	0000000	BMC AGGREGATES L.C.	828.77			06/17/21
						ROCK-PLACE TO PLAY PARKING LOT				
	PROJECT#:				023156					
2009		12/21 AP		05/31/21	0000000	BMC AGGREGATES L.C.	1,298.97			06/17/21
						ROCK FOR STOCK PILE FOR UPCOMING PROJECTS				
2009		12/21 AP		05/31/21	0000000	BMC AGGREGATES L.C.	102.30			06/17/21
						ROCK-PLACE TO PLAY PARKING LOT				
	PROJECT#:				023156					
1961		12/21 AP		05/27/21	0000000	IOWA WALL SAWING SERVICE	2,416.00			06/17/21
						CURB CUT OUT FOR PLACE TO PLAY PARKING LOT				
	PROJECT#:				023156					
2009		12/21 AP		05/26/21	0000000	BENTON'S READY MIX CONCRETE,	639.00			06/17/21
						CONCRETE FOR STREET PANEL REPAIR -NORDIC				
1961		12/21 AP		05/25/21	0000000	BUILDERS SELECT LLC	72.99			06/17/21
						PLYWOOD FOR FORMS				
2009		12/21 AP		05/25/21	0000000	BENTON'S READY MIX CONCRETE,	1,149.50			06/17/21
						CONCRETE FOR PANEL REPAIR NORDIC				
1961		12/21 AP		05/24/21	0000000	GIERKE-ROBINSON COMPANY, INC.	68.71			06/17/21
						HAND SPRAYER,TAPE,WAX				
2009		12/21 AP		05/24/21	0000000	BENTON'S READY MIX CONCRETE,	514.25			06/17/21
						CONCRETE FOR STREET REPAI WATERBURY RD				
1961		12/21 AP		05/22/21	0000000	BMC AGGREGATES L.C.	1,192.95			06/17/21
						ROCK FOR SHOULDERS				
1961		12/21 AP		05/22/21	0000000	BMC AGGREGATES L.C.	522.19			06/17/21
						ROCK FOR SPRAY PATCHING				
2009		12/21 AP		05/22/21	0000000	ASPRO, INC.	226.16			06/17/21
						HOT MIX ASPHALT				
1961		12/21 AP		05/20/21	0000000	BITUMINOUS MATERIALS & SUPPLY	1,783.64			06/17/21
						CRS-2 SPRAY PATCH EMULSIO				
1961		12/21 AP		05/18/21	0000000	BLACK HAWK RENTAL	101.66			06/17/21
						PROPANE FILL				
1961		12/21 AP		05/16/21	0000000	ASPRO, INC.	283.24			06/17/21
						TACK HOT MIX ASPHALT				
1961		12/21 AP		05/15/21	0000000	BMC AGGREGATES L.C.	1,219.52			06/17/21
						ROADSTONE FOR SHOULDERS AND ALLEY				
1963		12/21 AP		05/11/21	0137312	US BANK	35.98			06/08/21
						FARM & FLT OF CEDAR FLS ROOT KILLER				
1963		12/21 AP		05/07/21	0137312	US BANK	17.99			06/08/21
						FARM & FLT OF CEDAR FLS ROOT KILLER				
1971		12/21 AP		04/30/21	0000000	NAPA AUTO PARTS	201.58			06/17/21
						PARTS & EXPENSES APR'21				
ACCOUNT TOTAL							17,391.92	.00		17,391.92

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-1993	436.92-93	12/21 AP		05/21/21	0000000	STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS AECOM TECHNICAL SERVICES, INC	36,345.72		06/17/21
						3240-WEST 27TH ST. RECON. 04/17/21-05/14/21			
PROJECT#:		023240							
ACCOUNT TOTAL							36,345.72	.00	36,345.72
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2009		12/21 AP		06/02/21	0000000	ECHO GROUP, INC.	334.08		06/17/21
1961		12/21 AP		05/24/21	0000000	ECHO GROUP, INC.	91.62		06/17/21
1961		12/21 AP		05/19/21	0000000	ECHO GROUP, INC.	51.90		06/17/21
2009		12/21 AP		05/17/21	0000000	FARNSWORTH ELECTRONICS, INC.	71.28		06/17/21
1971		12/21 AP		04/30/21	0000000	NAPA AUTO PARTS	36.73		06/17/21
						PARTS & EXPENSES APR'21			
ACCOUNT TOTAL							585.61	.00	585.61
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
2009		12/21 AP		06/03/21	0000000	DIAMOND VOGEL PAINT - #64/#55	214.40		06/17/21
2009		12/21 AP		06/01/21	0000000	DIAMOND VOGEL PAINT - #64/#55	579.28		06/17/21
						PAINT AND PAINT SUPPLIES			
ACCOUNT TOTAL							793.68	.00	793.68
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
1995		12/21 AP		05/24/21	0000000	TRAFFIC CONTROL CORPORATION	980.00		06/17/21
1995		12/21 AP		05/19/21	0000000	TRAFFIC CONTROL CORPORATION	450.00		06/17/21
						PARTS DATA KEYS			
ACCOUNT TOTAL							1,430.00	.00	1,430.00
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING									
2009		12/21 AP		06/04/21	0000000	LASER LINE STRIPING & SWEEPIN	480.00		06/17/21
						VIKING X WALK			
ACCOUNT TOTAL							480.00	.00	480.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1995		12/21 AP		06/01/21	0000000	ITS PLUS, INC.	9,300.00		06/17/21

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS						continued			
ITS CAMERA									
1971		12/21 AP	05/27/21	0000000		MID AMERICAN SIGNAL, INC.	16,077.00		06/17/21
MIOVISION CAMERA									
ACCOUNT TOTAL							25,377.00	.00	25,377.00
FUND TOTAL							82,710.90	.00	82,710.90
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1963		12/21 AP	05/20/21	0037668		US BANK	169.00		06/08/21
REMARK EXPERTS						WEBINAR - ROBYN CUSMANO			
ACCOUNT TOTAL							169.00	.00	169.00
FUND TOTAL							169.00	.00	169.00
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									
1972		12/21 AP	05/03/21	0000000		STOREY KENWORTHY	3.72		06/17/21
COPY PAPER									
ACCOUNT TOTAL							3.72	.00	3.72
FUND TOTAL							3.72	.00	3.72
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
1993		12/21 AP	06/08/21	0000000		PETERSON CONTRACTORS	204,644.03		06/17/21
3227-2021 STREET CONST.									
PROJECT#: 023227									
ACCOUNT TOTAL							204,644.03	.00	204,644.03
FUND TOTAL							204,644.03	.00	204,644.03

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION---	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND											
254-1088-431.72-01			OPERATING SUPPLIES /				OPERATING SUPPLIES				
1972		12/21 AP	05/13/21		0000000		STOREY KENWORTHY	.49			06/17/21
							RUBBER BANDS, LEGAL PADS				
1963		12/21 AP	05/10/21		0137312		US BANK	42.47			06/08/21
							FLASH DRIVE, STORAGE CASE				
1972		12/21 AP	05/10/21		0000000		STOREY KENWORTHY	.30			06/17/21
							CORR. TAPE, POST ITS				
1963		12/21 AP	05/07/21		0137312		US BANK	280.04			06/08/21
							CORD REEL W/CORD-OUTLETS				
1972		12/21 AP	05/03/21		0000000		STOREY KENWORTHY	3.72			06/17/21
							COPY PAPER				
1972		12/21 AP	05/03/21		0000000		STOREY KENWORTHY	.41			06/17/21
							CLIPS, JR LEGAL PADS				
1963		12/21 AP	04/21/21		0137312		US BANK	37.50			06/08/21
							GODOX REFLECTOR 110 15CM				
							B&H PHOTO 800-606-6969				
							ACCOUNT TOTAL	364.93	.00		364.93
254-1088-431.93-01 EQUIPMENT / EQUIPMENT											
1963		12/21 AP	05/13/21		0137312		US BANK	1,505.70			06/08/21
							MONITOR-RECORDER-SWITCHER				
							B&H PHOTO 800-606-6969				
1963		12/21 AP	04/29/21		0137312		US BANK	884.85			06/08/21
							UNIF SWITCH, COPPERMODULE				
							B&H PHOTO 800-606-6969				
1963		12/21 AP	04/26/21		0137312		US BANK	97.20			06/08/21
							POWER COILED CABLES				
							B&H PHOTO 800-606-6969				
1963		12/21 AP	04/26/21		0137312		US BANK	336.75			06/08/21
							HD LIPSTICK CAMERA				
							B&H PHOTO 800-606-6969				
							ACCOUNT TOTAL	2,824.50	.00		2,824.50
							FUND TOTAL	3,189.43	.00		3,189.43
FUND 258 PARKING FUND											
258-5531-435.71-01			OFFICE SUPPLIES /				OFFICE SUPPLIES				
1972		12/21 AP	05/03/21		0000000		STOREY KENWORTHY	7.45			06/17/21
							COPY PAPER				
							ACCOUNT TOTAL	7.45	.00		7.45
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES											
1972		12/21 AP	05/31/21		0000000		IPS GROUP, INC	1,519.25			06/17/21
							CITATION PRKNG FEES MAY21				
							ACCOUNT TOTAL	1,519.25	.00		1,519.25

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 258 PARKING FUND									
FUND TOTAL							1,526.70	.00	1,526.70
FUND 261 TOURISM & VISITORS									
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS									
2020		12/21	AP	05/20/21	0000000	STOREY KENWORTHY	150.87		06/17/21
BROCHURE PAPER									
ACCOUNT TOTAL							150.87	.00	150.87
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS									
2020		12/21	AP	05/24/21	0000000	KOCH SPECIALTIES	1,161.44		06/17/21
	144	SILIPINT PINT GLASSES				CF BEER TRAIL PROMOTION			
1963		12/21	AP	05/10/21	0137312	US BANK	63.51		06/08/21
		DRI*UPRINTING				WINDOW CLINGS FOR BEER			
1963		12/21	AP	04/29/21	0137312	US BANK	269.16		06/08/21
		SP * DSCNTRUBBERSTAMPS				SELF-INKING STAMPS FOR			
ACCOUNT TOTAL							1,494.11	.00	1,494.11
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
2020		12/21	AP	06/10/21	0000000	HOUR MEDIA, LLC	265.00		06/17/21
		IA BIKE COOP LISTING-AAA				LIVING MAG/JUN-AUG 2021			
2020		12/21	AP	05/31/21	0000000	ZLR IGNITION	3,426.94		06/17/21
		FACEBOOK/TWITTER/GOOGLE				SEARCH			
2020		12/21	AP	05/31/21	0000000	ZLR IGNITION	440.00		06/17/21
		CLIENT ADMIN/MEDIA MNGMNT							
ACCOUNT TOTAL							4,131.94	.00	4,131.94
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1963		12/21	AP	04/30/21	0137312	US BANK	168.66		06/08/21
		HILTON HOTELS				IA TOURISM CONF HOTEL/			
PROJECT#:		032424							
1963		12/21	AP	04/30/21	0137312	US BANK	159.06		06/08/21
		HILTON HOTELS				IA TOURISM CONFERENCE			
PROJECT#:		032424							
1963		12/21	AP	04/30/21	0137312	US BANK	163.94		06/08/21
		HILTON HOTELS				IOWA TOURISM CONFERENCE			
PROJECT#:		032424							
ACCOUNT TOTAL							491.66	.00	491.66
261-2291-423.85-20 UTILITIES / INTERNET SERVICE									
2020		12/21	AP	06/10/21	0000000	IDSS GLOBAL LLC	450.00		06/17/21
		50,000 EMAIL CREDITS							

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.85-20 UTILITIES / INTERNET SERVICE						continued				
ACCOUNT TOTAL							450.00	0.00	450.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
2020		12/21 AP		06/03/21	0000000	CITY LAUNDERING CO. MAT SERVICE	10.00			06/17/21
ACCOUNT TOTAL							10.00	0.00	10.00	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
2020		12/21 AP		04/21/21	0000000	COVER-ALL EMBROIDERY, INC. EMBROIDERY CFTVB LOGO 7-BONITA / 1-ADAM	80.00			06/17/21
ACCOUNT TOTAL							80.00	0.00	80.00	
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS										
2020		12/21 AP		06/10/21	0000000	CEDAR FALLS HISTORICAL SOCIET ICE HOUSE VIDEO	2,500.00			06/17/21
2020		12/21 AP		06/04/21	0000000	COLLEGE HILL PARTNERSHIP PETTERSEN PLAZA IMPROVMNT	5,000.00			06/17/21
2028		12/21 AP		05/30/21	0000000	UNIVERSITY OF NORTHERN IOWA FY21 FORTEPAN WHEATPASTE PROJECT DOWNTOWN CF	5,000.00			06/17/21
ACCOUNT TOTAL							12,500.00	0.00	12,500.00	
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1963		12/21 AP		05/18/21	0137312	US BANK WM SUPERCENTER #753	5.97			06/08/21
1963		12/21 AP		05/12/21	0137312	US BANK WAL-MART #0753		101.59		06/08/21
1963		12/21 AP		05/12/21	0137312	US BANK WAL-MART #0753	101.59			06/08/21
1963		12/21 AP		05/12/21	0137312	US BANK WM SUPERCENTER #753	97.91			06/08/21
ACCOUNT TOTAL							205.47	101.59	103.88	
FUND TOTAL							19,514.05	101.59	19,412.46	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1964		12/21 AP		05/19/21	0137312	US BANK	4.99			06/08/21
1964		12/21 AP		05/18/21	0137312	US BANK	19.87			06/08/21
						AMZN MKTP US*2R4LV6JZ1 STAPLE REMOVERS				
1964		12/21 AP		04/26/21	0137312	US BANK	10.95			06/08/21
						AMZN MKTP US*2R5PP3ZJ1 PENS & PAPER CLIPS				
						AMAZON.COM*J12FY1HR3 AMZN WITE-OUT & HIGHLIGHTERS				
						ACCOUNT TOTAL	35.81	0.00		35.81
262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE										
1964		12/21 AP		04/26/21	0137312	US BANK	11.00			06/08/21
						USPS PO 1814940913 POSTAGE STAMPS				
						ACCOUNT TOTAL	11.00	0.00		11.00
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1964		12/21 AP		05/13/21	0137312	US BANK	414.55			06/08/21
1964		12/21 AP		05/10/21	0137312	US BANK	36.75			06/08/21
						THE SHIRT SHACK WALKING GROUP T-SHIRTS				
1964		12/21 AP		05/10/21	0137312	US BANK	51.96			06/08/21
						AMZN MKTP US*UP4F227Y3 PEDOMETERS				
1964		12/21 AP		05/03/21	0137312	US BANK	30.64			06/08/21
						AMZN MKTP US*2L3Y90A60 ENVELOPES, DRAWSTRING				
1964		12/21 AP		04/29/21	0137312	US BANK	562.36			06/08/21
						DOLLAR TREE WATER BOTTLES				
						AMZN MKTP US*LR0I74JO3 BIRDHOUSE KITS, GLUE, &				
						ACCOUNT TOTAL	1,096.26	0.00		1,096.26
						FUND TOTAL	1,143.07	0.00		1,143.07
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
292-5521-415.54-01						WORKERS COMP / POLICE WORKERS COMP				
1972		12/21 AP		05/23/21	0000000	AUTOMATED ACCOUNTS MANAGEMENT	503.91			06/17/21
						W/C:B.MADSEN-10/02/18				
						ACCOUNT TOTAL	503.91	0.00		503.91
						FUND TOTAL	503.91	0.00		503.91

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
298-2280-423.88-21						OUTSIDE AGENCIES / PUBLIC ART COMMITTEE				
1990		12/21 AP		06/11/21	0000000	CHRISTIE, GILLIAN	10,000.00			06/17/21
						SCULPTURE COMMISSION				
						FINAL PAYMENT-FENCE RDWY				
ACCOUNT TOTAL							10,000.00	.00	10,000.00	
298-2280-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS										
1963		12/21 AP		04/27/21	0137312	US BANK		199.08		06/08/21
						ROOM & BOARD CUST CARE				
						REFUND OF SALES TAX				
ACCOUNT TOTAL							.00	199.08	199.08-	
FUND TOTAL							10,000.00	199.08	9,800.92	
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.89-80						MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG				
1972		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	33.33			06/17/21
						DISINFECTING WIPES				
PROJECT#:					012020					
1971		12/21 AP		04/30/21	0000000	NAPA AUTO PARTS	3,881.57			06/17/21
						DISINFECTING WIPES				
PROJECT#:					012020					
1964		12/21 AP		04/28/21	0137312	US BANK	45.79			06/08/21
						AMZN MKTP US*6P36900T3				
						CLOROX DISINFECTING WIPES				
PROJECT#:					012020					
1963		12/21 AP		04/26/21	0137312	US BANK	43.96			06/08/21
						AMZN MKTP US*3E6GE4FR3				
						FACE MASKS				
PROJECT#:					012020					
1964		12/21 AP		04/26/21	0137312	US BANK	22.50			06/08/21
						AMZN MKTP US*057FX0GF3 AM				
						GLOVES (SMALL)				
PROJECT#:					012020					
ACCOUNT TOTAL							4,027.15	.00	4,027.15	
FUND TOTAL							4,027.15	.00	4,027.15	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
430-1220-431.97-82					TIF BOND PROJECTS /	STREETSCAPE MAINTENANCE				
1993		12/21 AP		06/08/21	0000000	OWEN CONTRACTING INC.	43,010.54			06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242					
2021		12/21 AP		06/02/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	30,279.90			06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242	PAVERS				
1993		12/21 AP		05/31/21	0000000	SNYDER & ASSOCIATES, INC.	8,747.94			06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242	SERVICES THRU 04/30/21				
2021		12/21 AP		05/26/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	11,204.80			06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242	PAVERS				
2021		12/21 AP		05/24/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	29,220.00			06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242	PAVERS				
2021		12/21 AP		04/29/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	33,439.50			06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242	PAVERS				
2021		12/21 AP		04/27/21	0000000	MIDLAND CONCRETE PRODUCTS, LL		8,361.60		06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242	PAVERS CREDIT				
2021		12/21 AP		04/21/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	19,476.50			06/17/21
					3242-DWNTWN	STREETSCP II				
	PROJECT#:				023242	PAVERS				
ACCOUNT TOTAL							175,379.18	8,361.60	167,017.58	
430-1220-431.98-47 HOME & COMMUNITY ENVIRON / CAPITAL PROJECTS										
1993		12/21 AP		05/31/21	0000000	SNYDER & ASSOCIATES, INC.	16,527.75			06/17/21
					3245-CYBER	LANE EXTENSION				
	PROJECT#:				023245	SERVICES THRU 04/30/21				
ACCOUNT TOTAL							16,527.75	.00	16,527.75	
FUND TOTAL							191,906.93	8,361.60	183,545.33	
FUND 431 2014 BOND										
FUND 432 2003 BOND										

GROUP	PO	ACCTG	----TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
								POST DT	
FUND 433	2001	TIF							
FUND 434	2000	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
436-1220-431.98-26		CAPITAL PROJECTS /				DOWNTOWN LEVEE IMPROVEMNT			
1993		12/21 AP 05/21/21 0000000				AECOM TECHNICAL SERVICES, INC	11,745.53		06/17/21
		3251-FEMA LEVEE CERT.				04/17/21-05/14/21			
PROJECT#:		023251							
		ACCOUNT TOTAL					11,745.53	.00	11,745.53
436-1220-431.98-60		CAPITAL PROJECTS /				DAM SAFETY IMPROVEMENTS			
1998		12/21 AP 06/03/21 0000000				RIVERWISE ENGINEERING, LLC	5,899.00		06/17/21
		3088-CDR.RV.LOW HEAD DAM							
PROJECT#:		023088							
		ACCOUNT TOTAL					5,899.00	.00	5,899.00
		FUND TOTAL					17,644.53	.00	17,644.53
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.95-27		BOND FUND PROJECTS /				UNION ROAD TRAIL			
1993		12/21 AP 05/28/21 0000000				SNYDER & ASSOCIATES, INC.	4,197.51		06/17/21
		3217-UNION ROAD TRAIL				SERVICES THRU 04/30/21			
PROJECT#:		023217							
		ACCOUNT TOTAL					4,197.51	.00	4,197.51
438-1220-431.98-23		CAPITAL PROJECTS /				GREENHILL RD & S MAIN INT			
1993		12/21 AP 05/27/21 0000000				AHLERS AND COONEY, P.C.	1,004.50		06/17/21
		3228-GREENHILL/S MAIN INT				CONDEMNATION;4/21-5/19/21			
PROJECT#:		023228							
		ACCOUNT TOTAL					1,004.50	.00	1,004.50
438-1220-431.98-85		CAPITAL PROJECTS /				LAKE STREET TRAIL			
1993		12/21 AP 05/21/21 0000000				AECOM TECHNICAL SERVICES, INC	1,011.26		06/17/21
		3247-LAKE STREET TRAIL				04/17/21-05/14/21			
PROJECT#:		023247							
		ACCOUNT TOTAL					1,011.26	.00	1,011.26
		FUND TOTAL					6,213.27	.00	6,213.27

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 439 2008 BOND FUND								
FUND 443 CAPITAL PROJECTS								
443-1220-431.98-88						CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD		
1993		12/21 AP		05/27/21	0000000	AHLERS AND COONEY, P.C.	539.00	06/17/21
						3244-ASHWORTH DR EXT. EASEMENT; 04/20-04/26/21		
PROJECT#: 023244								
ACCOUNT TOTAL						539.00	.00	539.00
FUND TOTAL						539.00	.00	539.00
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
FUND 483 ECONOMIC DEVELOPMENT								
483-2245-432.89-02						MISCELLANEOUS SERVICES / PROPERTY TAX REBATES		
2019		12/21 AP		06/16/21	0000000	LINDERBAUM REAL ESTATE, LLC	3,880.76	06/17/21
						2ND ANNUAL REBATE PAYMENT 115 E 2ND ST		
2019		12/21 AP		06/16/21	0000000	CV COMMERCIAL, LLC	19,332.58	06/17/21
						FIFTH AND FINAL PAYMENT 2215 COLLEGE STREET		
ACCOUNT TOTAL						23,213.34	.00	23,213.34
483-2245-432.89-03 MISCELLANEOUS SERVICES / CFU-TIF PAYMENT								
2019		12/21 AP		06/15/21	0000000	CEDAR FALLS UTILITIES	250,000.00	06/17/21
						FY21 TIF 2ND 1/2 UNIFIED		
2019		12/21 AP		06/15/21	0000000	CEDAR FALLS UTILITIES	64,425.15	06/17/21
						FY21 TIF 2ND 1/2 PINN.PRA PINNACLE PRAIRIE		
ACCOUNT TOTAL						314,425.15	.00	314,425.15
FUND TOTAL						337,638.49	.00	337,638.49
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2006 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								
FUND 547 SEWER RESERVE FUND								
FUND 548 1997 SEWER BOND FUND								
FUND 549 1992 SEWER BOND FUND								
FUND 550 2000 SEWER BOND FUND								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 551 REFUSE FUND										
551-6675-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1995		12/21 AP		05/03/21	0000000	STOREY KENWORTHY	106.35			06/17/21
						PENS,LGL PADS,COPY PAPER, CALCULATOR,HIGHLITERS				
						ACCOUNT TOTAL	106.35	.00		106.35
551-6685-436.71-05 OFFICE SUPPLIES / ADVERTISING										
1963		12/21 AP		05/06/21	0137312	US BANK	1,596.58			06/08/21
						IN *FLEXI PROMOTIONAL MAR PROMOTIONAL PRODUCTS				
						ACCOUNT TOTAL	1,596.58	.00		1,596.58
551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES										
1995		12/21 AP		05/06/21	0000000	STOREY KENWORTHY	91.28			06/17/21
						CREDIT CARD PAPER TRANSFER STATION				
						ACCOUNT TOTAL	91.28	.00		91.28
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1961		12/21 AP		05/31/21	0000000	CULLIGAN WATER CONDITIONING	6.75			06/17/21
						WATER-TRANSFER STATION				
						ACCOUNT TOTAL	6.75	.00		6.75
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1972		12/21 AP		06/02/21	0000000	THOMPSON SHOES	119.00			06/17/21
						SAFETY SHOES-R.CHRISTENSN P.O.56597				
						ACCOUNT TOTAL	119.00	.00		119.00
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1971		12/21 AP		04/30/21	0000000	NAPA AUTO PARTS	144.39			06/17/21
						NAPA PARTS REFUSE				
1991		11/21 AP		04/29/21	0137073	C & C WELDING & SANDBLASTING		3,453.82		06/09/21
						ACCOUNT CORRECTION BALER REPAIR				
1991		11/21 AP		04/23/21	0137120	J.V. MANUFACTURING, INC.		2,654.37		06/09/21
						ACCOUNT CORRECTION BALER REPAIR				
1991		11/21 AP		03/06/21	0136757	HOTSY EQUIPMENT COMPANY		641.00		06/09/21
						ACCOUNT CORRECTION HOTSY REPAIR AT 2200 TECH				
1991		11/21 AP		09/01/20	0135258	HOTSY EQUIPMENT COMPANY		1,775.18		06/09/21
						ACCOUNT CORRECTION HOTSY REPAIR TECHNOLOGY				
						ACCOUNT TOTAL	144.39	8,524.37		8,379.98-

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 551 REFUSE FUND									
551-6685-436.73-06						OTHER SUPPLIES / BUILDING REPAIR			
1991		11/21 AP	03/06/21	0136757		HOTSY EQUIPMENT COMPANY	641.00		06/09/21
						HOTSY REPAIR AT 2200 TECH PARKWAY			
1991		11/21 AP	09/01/20	0135258		HOTSY EQUIPMENT COMPANY	1,775.18		06/09/21
						HOTSY REPAIR TECHNOLOGY REFUSE BLDG			
ACCOUNT TOTAL							2,416.18	.00	2,416.18
551-6685-436.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
1991		11/21 AP	04/29/21	0137073		C & C WELDING & SANDBLASTING	3,453.82		06/09/21
						BALER REPAIR			
1991		11/21 AP	04/23/21	0137120		J.V. MANUFACTURING, INC.	2,654.37		06/09/21
						BALER REPAIR			
ACCOUNT TOTAL							6,108.19	.00	6,108.19
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1995		12/21 AP	06/04/21	0000000		WEIKERT IRON AND METAL	2,184.00		06/17/21
						APPLIANCE RECYCLING			
1971		12/21 AP	05/26/21	0000000		SAM ANNIS & CO.	10.00		06/17/21
						PROPANE TANK RECYCLING			
1961		12/21 AP	05/22/21	0000000		LIBERTY TIRE RECYCLING, LLC	742.83		06/17/21
						SCRAP TIRE RECYCLING			
1995		12/21 AP	05/17/21	0000000		SAM ANNIS & CO.	31.50		06/17/21
						PROPANE TANK REFILL			
1995		12/21 AP	05/10/21	0000000		SAM ANNIS & CO.	47.25		06/17/21
						PROPANE TANK REFILL			
ACCOUNT TOTAL							3,015.58	.00	3,015.58
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
1995		12/21 AP	06/03/21	0000000		J.V. MANUFACTURING, INC.	5,738.68		06/17/21
						CONVEYER BELT			
ACCOUNT TOTAL							5,738.68	.00	5,738.68
FUND TOTAL							19,342.98	8,524.37	10,818.61
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-13						OTHER SUPPLIES / SANITARY SEWERS			
2009		12/21 AP	06/07/21	0000000		O'DONNELL ACE HARDWARE	23.96		06/17/21
						BAG CONCRETE FOR COLLAR ONE SANITARY LINE			
2009		12/21 AP	06/03/21	0000000		BENTON'S READY MIX CONCRETE,	907.50		06/17/21
						CONCRETE FOR MANHOLE BOX OUTS -ABRAHAM			
2009		12/21 AP	05/12/21	0000000		FORTERRA PIPE AND PRECASE	2,376.00		06/17/21

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS						continued			
2008				12/21	AP 03/31/21 00000000	ER BLUFF SEWER PROJECT BARRELS AND CONES FOR RIV MID-IOWA SOLID WASTE EQUIPMEN NOZZLE PARTS	258.27		06/17/21
ACCOUNT TOTAL							3,565.73	.00	3,565.73
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									
1961				12/21	AP 05/18/21 00000000	IOWA ONE CALL IOWA ONE CALL APRIL 2021	524.70		06/17/21
ACCOUNT TOTAL							524.70	.00	524.70
552-6655-436.87-03 RENTALS / EQUIPMENT RENTAL									
2008				12/21	AP 05/21/21 00000000	EMERSON CRANE RENTAL, INC. CRANE RENTAL TF	720.00		06/17/21
ACCOUNT TOTAL							720.00	.00	720.00
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2008				12/21	AP 06/07/21 00000000	REHAB SYSTEMS, INC. I AND I REDUCTION	15,700.00		06/17/21
ACCOUNT TOTAL							15,700.00	.00	15,700.00
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1972				12/21	AP 05/03/21 00000000	STOREY KENWORTHY COPY PAPER	3.72		06/17/21
ACCOUNT TOTAL							3.72	.00	3.72
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
2008				12/21	AP 05/27/21 00000000	CAMPBELL SUPPLY WATERLOO BLOW GUN AIR TOOL	20.05		06/17/21
ACCOUNT TOTAL							20.05	.00	20.05
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
2008				12/21	AP 06/02/21 00000000	NORTHERN BALANCE & SCALE CO. BALANCE SERVICE LAB	171.00		06/17/21
2008				12/21	AP 05/24/21 00000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	35.06		06/17/21
ACCOUNT TOTAL							206.06	.00	206.06

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2008		12/21	AP	06/09/21	0000000	P & K MIDWEST, INC.	14.23		06/17/21
MOWER PARTS									
2008		12/21	AP	06/08/21	0000000	O'DONNELL ACE HARDWARE	18.45		06/17/21
BOX, COVER									
2008		12/21	AP	06/07/21	0000000	MENARDS-CEDAR FALLS	49.57		06/17/21
WATER, QD SET									
2008		12/21	AP	06/07/21	0000000	O'DONNELL ACE HARDWARE	28.07		06/17/21
COUPLERS, CONNECTOR									
2008		12/21	AP	06/04/21	0000000	O'DONNELL ACE HARDWARE	26.76		06/17/21
CLEANER									
2008		12/21	AP	06/03/21	0000000	O'DONNELL ACE HARDWARE	9.58		06/17/21
BOLTS									
2008		12/21	AP	06/03/21	0000000	P & K MIDWEST, INC.	11.18		06/17/21
MOWER PARTS									
2008		12/21	AP	06/02/21	0000000	MENARDS-CEDAR FALLS	157.64		06/17/21
ELECT SUPPLIES									
2008		12/21	AP	05/27/21	0000000	ARNOLD MOTOR SUPPLY	41.99		06/17/21
OIL									
2008		12/21	AP	05/27/21	0000000	MENARDS-CEDAR FALLS		177.98	06/17/21
POLY BLACK RETURN									
2008		12/21	AP	05/27/21	0000000	O'DONNELL ACE HARDWARE	59.45		06/17/21
HOSES									
2008		12/21	AP	05/24/21	0000000	O'DONNELL ACE HARDWARE	34.66		06/17/21
ADAPTER, SILICONE									
2008		12/21	AP	05/24/21	0000000	O'DONNELL ACE HARDWARE	41.21		06/17/21
CLEANER, ADAPTER, PIPE									
2008		12/21	AP	05/21/21	0000000	MENARDS-CEDAR FALLS	499.98		06/17/21
DEHUMIDIFIERS									
2008		12/21	AP	05/18/21	0000000	CAMPBELL SUPPLY WATERLOO	7.02		06/17/21
BOLTS									
2008		12/21	AP	05/18/21	0000000	VAN METER, INC.	79.42		06/17/21
ELECTRICAL SUPPLIES									
2008		12/21	AP	05/18/21	0000000	VAN METER, INC.	12.92		06/17/21
ELECTRICAL SUPPLIES									
2008		12/21	AP	05/18/21	0000000	VAN METER, INC.	42.46		06/17/21
ELECTRICAL SUPPLIES									
2008		12/21	AP	03/05/21	0000000	WBC MECHANICAL, INC.	159.25		06/17/21
HEAT EXCHANGER PARTS									
ACCOUNT TOTAL							1,293.84	177.98	1,115.86
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
2008		12/21	AP	05/31/21	0000000	CITY LAUNDERING CO.	38.75		06/17/21
RUGS									
ACCOUNT TOTAL							38.75	0.00	38.75

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
2008		12/21 AP		05/21/21	0000000	TESTAMERICA LABORATORIES, INC	740.50			06/17/21
		LAB TESTING								
2008		12/21 AP		05/21/21	0000000	TESTAMERICA LABORATORIES, INC	520.00			06/17/21
		LAB TESTING								
ACCOUNT TOTAL							1,260.50	0.00	1,260.50	
FUND TOTAL							23,333.35	177.98	23,155.37	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1993		12/21 AP		05/27/21	0000000	STOREY KENWORTHY	1.98			06/17/21
1993		12/21 AP		05/27/21	0000000	BINDER CLIPS, STAPLES, NOTEBOOK, FOLDERS, POST-ITS	3.72			06/17/21
1998		12/21 AP		05/20/21	0000000	COPY PAPER	.35			06/17/21
1993		12/21 AP		05/13/21	0000000	HANGING FOLDERS	.53			06/17/21
1998		12/21 AP		05/13/21	0000000	BATTERIES	1.60			06/17/21
		DIVIDERS, MARKERS, TAPE, SHEET PROTECTORS								
ACCOUNT TOTAL							8.18	0.00	8.18	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
1995		12/21 AP		05/27/21	0000000	UTILITY EQUIPMENT COMPANY	259.52			06/17/21
2009		12/21 AP		05/24/21	0000000	CLEAN OUT PLUG FOR TILE NEIGHBORS PARK/CENTER	550.68			06/17/21
2009		12/21 AP		04/26/21	0000000	STETSON BUILDING PRODUCTS LLC	559.87			06/17/21
		WATER STOP FOR BOX OUTS								
		STORM WATER CASTINGS								
ACCOUNT TOTAL							1,370.07	0.00	1,370.07	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1993		12/21 AP		05/12/21	0000000	AECOM TECHNICAL SERVICES, INC	1,904.46			06/17/21
		3215-OLIVE ST BOX CULVERT 04/10/21-05/07/21								
		PROJECT#: 023215								
ACCOUNT TOTAL							1,904.46	0.00	1,904.46	
FUND TOTAL							3,282.71	0.00	3,282.71	

GROUP	PO	ACCTG	----TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	BALANCE
								POST DT ----
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1972		12/21	AP	05/03/21	00000000	STOREY KENWORTHY	3.72	06/17/21
						COPY PAPER		
1963		12/21	AP	04/28/21	0137312	US BANK	20.98	06/08/21
						AMZN MKTP US*F99W32WC3		
						IPHONE CASE		
						ACCOUNT TOTAL	24.70	24.70
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1963		12/21	AP	05/07/21	0137312	US BANK	99.00	06/08/21
						STK*BIGSTOCKPHOTO.COM		
						ONLINE IMAGE SUBSCRIPTION		
						ACCOUNT TOTAL	99.00	99.00
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1963		12/21	AP	05/10/21	0137312	US BANK	39.99	06/08/21
						AMZN MKTP US*2L6QI2MW1		
						CHARGING ADAPTER		
1963		12/21	AP	04/27/21	0137312	US BANK	67.13	06/08/21
						AMZN MKTP US*RV8KS1LH3		
						SCANNER ROLLER KIT 9080C		
						ACCOUNT TOTAL	107.12	107.12
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS								
1963		12/21	AP	04/27/21	0137312	US BANK	330.00	06/08/21
						RISEVISION		
						RISE VISION MAINT.		
						ACCOUNT TOTAL	330.00	330.00
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								
1963		12/21	AP	05/17/21	0137312	US BANK	66.56	06/08/21
						AMZN MKTP US*2L0BH8KRO		
						USB ADAPTER,USB HUBS		
1963		12/21	AP	05/13/21	0137312	US BANK	101.75	06/08/21
						AMZN MKTP US*2L8X660M2		
						CASE,ADAPTERS,XEROX TONER		
1963		12/21	AP	04/26/21	0137312	US BANK	215.99	06/08/21
						AMZN MKTP US*653U326T3		
						MINI PC-VEHICLE MAINT.		
1963		12/21	AP	04/26/21	0137312	US BANK	247.92	06/08/21
						AMZN MKTP US*JO9YO9MX3		
						8 LAPTOP BACKPACKS		
1972		12/21	AP	04/09/21	00000000	STRICTLY TECHNOLOGY, LLC	5,897.50	06/17/21
						(7) LAPTOPS		
						FINANCE,HR,RECORDS,LEGAL		
						ACCOUNT TOTAL	6,529.72	6,529.72
						FUND TOTAL	7,090.54	7,090.54

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1995				12/21	AP 05/20/21 0000000	STOREY KENWORTHY	78.54			06/17/21
MONITOR BRACKET										
1995				12/21	AP 05/06/21 0000000	STOREY KENWORTHY	59.07			06/17/21
STAPLER AND DRY ERASE MARKERS										
ACCOUNT TOTAL							137.61	.00	137.61	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
1995				12/21	AP 05/28/21 0000000	HTP ENERGY	20,251.16			06/17/21
GASOHOL AT 2200 TECH										
1995				12/21	AP 05/27/21 0000000	DICK'S PETROLEUM COMPANY	2,000.00			06/17/21
FUEL INSTALL 1500 BLUFF										
1995				12/21	AP 05/26/21 0000000	CONSOLIDATED ENERGY COMPANY	562.00			06/17/21
BULK DEF										
1971				12/21	AP 04/30/21 0000000	NAPA AUTO PARTS	1,188.67			06/17/21
NAPA PARTS VEHICLE MAINT										
ACCOUNT TOTAL							24,001.83	.00	24,001.83	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
1961				12/21	AP 05/27/21 0000000	KAY, PHILIP R.	555.00			06/17/21
BATTERY CHARGER										
ACCOUNT TOTAL							555.00	.00	555.00	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1972				12/21	AP 06/01/21 0000000	BROWN'S SHOE FIT	160.00			06/17/21
SAFETY SHOES-B STEINLAGE P.O. 56609										
ACCOUNT TOTAL							160.00	.00	160.00	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1961				12/21	AP 05/27/21 0000000	KELTEK INCORPORATED	469.64			06/17/21
AMBER WARNING LIGHTS #503										
1971				12/21	AP 04/30/21 0000000	NAPA AUTO PARTS	51,212.62			06/17/21
NAPA PARTS VEHICLE MAINT										
ACCOUNT TOTAL							51,682.26	.00	51,682.26	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS										
1995				12/21	AP 06/01/21 0000000	RADIO COMMUNICATIONS CO., INC.	2,000.00			06/17/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS ANNUAL RADIO SERVICE BILLING							continued			
ACCOUNT TOTAL							2,000.00	.00	2,000.00	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
1961				12/21	AP 05/25/21 0000000	D & D TIRE INC. #280 TIRE REPAIR	240.00		06/17/21	
1961				12/21	AP 05/10/21 0000000	D & D TIRE INC. #2165 TIRE REPAIR	100.00		06/17/21	
ACCOUNT TOTAL							340.00	.00	340.00	
685-6698-446.87-07 RENTALS / SHOP EQUIPMENT										
1963				12/21	AP 05/13/21 0137312	US BANK NATIONAL AUTOMOTIVE SERVI NASTF MBR REQUIRED 2018	400.00		06/08/21	
ACCOUNT TOTAL							400.00	.00	400.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
1961				12/21	AP 06/01/21 0000000	CEDAR VALLEY AUTO GLASS INC. #334 REPLACED WINDSHIELD	200.00		06/17/21	
1961				12/21	AP 05/28/21 0000000	CEDAR VALLEY AUTO GLASS INC. REPAIRED SEAL ON WIND SHIELD #287	175.00		06/17/21	
1971				12/21	AP 05/25/21 0000000	RASMUSSEN CO., THE TOWED TRUCK TO PW #2301	45.00		06/17/21	
1971				12/21	AP 05/06/21 0000000	RASMUSSEN CO., THE TOWED TRUCK TO PW #2329	65.00		06/17/21	
ACCOUNT TOTAL							485.00	.00	485.00	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
1971				12/21	AP 05/26/21 0000000	PRECISE MRM LLC CELL USAGE FEE	980.00		06/17/21	
ACCOUNT TOTAL							980.00	.00	980.00	
FUND TOTAL							80,741.70	.00	80,741.70	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
2019		12/21 AP	06	01/21	0000000	REDFERN, MASON, LARSEN & MOORE, 5/24/21	30.00			06/17/21
2019		12/21 AP	05	01/21	0000000	REDFERN, MASON, LARSEN & MOORE, 4/29/21	15.00			06/17/21
ACCOUNT TOTAL							45.00	.00	45.00	
FUND TOTAL							45.00	.00	45.00	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
GRAND TOTAL							1,160,498.82	17,541.49	1,142,957.33	